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**EXTRACTS**

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**HARINGTON'S ANALYSIS.**



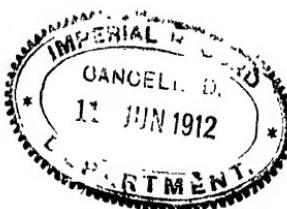
EXTRACTS

FROM

HARINGTON'S ANALYSIS

OF THE

BENGAL REGULATIONS.



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## PREFATORY NOTE

HARINGTON'S ANALYSIS being out of print, it has been thought advisable to republish that portion of the work embracing the result of his researches into the Revenue system of the Bengal Presidency. The chapters here reprinted will be found to contain much rare and useful information nowhere else available, bearing upon the revenue administration of the native Governments, and the rights in the soil of the various classes of proprietors and occupants in the Bengal Presidency.

John Herbert Harington came to India as a Writer in 1780, when Warren Hastings was Governor General. Mr. Harington, at first an Assistant in the Revenue Department, was in 1783 promoted to be Revenue Persian Translator, a post which he held for ten years. In 1793, during the Governor Generalship of Lord Cornwallis, he was appointed Judge of Dewanny Adawlut and Magistrate of Dinajpore; and in 1796, Register of Sudder Dewanny and Nizamut Adawlut. In 1799, being the year after the arrival of Lord Wellesley in this country, Mr. Harington became fourth Member of the Board of Revenue; and in 1801, he was elevated to the bench as Judge of the Sudder Dewanny and Nizamut Adawlut.

Between the years 1805 and 1809, after a career of four and twenty years' employment in the Revenue and

Judicial Departments, Mr. Harington published the first portion of his Analysis. In 1811 he was appointed Chief Judge of the Sudder Adawlut and Nizamut Adawlut. In 1815 he published the latter portion of his important work ; and in 1821 he brought out a new and revised edition of the whole.

In 1823 he was appointed senior Member of the Board of Revenue for the Western Provinces, and Agent to the Governor General at Delhi ; and in 1825 he became Member of the Supreme Council and the President of Board of Trade. In 1828 he retired.

Mr. Harington's service in India thus stretched over a period of nearly half a century ; and the variety as well as length of his official experience must add weight and authority to the opinions expressed in this volume.

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EXTRACTS  
FROM  
HARINGTON'S ANALYSIS  
OF THE  
BENGAL REGULATIONS.

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SECTION I.—RIGHTS OF LANDHOLDERS.

It was my intention to introduce this Part\* of my Analysis with a short dissertation on the tenures of land in India, comprising such information as I might be able to collect from the public records, or from my own inquiries, on a subject which has been much discussed, in Europe as well as in Asia, without having produced any conclusive and satisfactory result. But when absent from my office, and from Bengal, in the year 1813, I had not the requisite materials with me; and since my return, I have been too much engaged in the performance of constant official duties to admit of my prosecuting such an undertaking, without neglecting more exigent calls upon my time. I must therefore, for the present at least, relinquish a design the execution of which is not essentially necessary to complete what was proposed in the plan of this work,†

But the design necessary for the present.

introduction of this Part with a short dissertation on Indian tenures of land.

\* Note.—It should be borne in mind that the present Extracts only comprise a portion of Harington's Analysis of the Bengal Regulations.

† See Harington's own Introduction, page 8. It has not been deemed necessary to reprint it in the present Volume.

and content myself with stating the issue of the public inquiry, made with a view to ascertain "the real jurisdictions, rights, and privileges of zemindars, talookdars, and jagheerdars under the constitution and customs of the Mahomedan or Hindoo Government," which was ordered by the Court of Directors, in their revenue general letter of the 12th April 1786, in pursuance of the Thirtyninth Section of the Statute 21 Geo. III, Cap. XXV. I cannot, however, do this so fully, clearly, and advantageously as by exhibiting, at

Issue of enquiry ordered by the Court of Directors in 1786 proposed to be stated.

length, a paper written expressly on the occasion by the Member of Government who returned to India (in company with Lord Cornwallis) on the ship which brought the instructions referred to, and who, from his long experience and local knowledge, was naturally looked to for a principal part in the execution of them. I allude to a Minute, on the rights of zemindars and talookdars, which was written by Mr. Shore (now Lord Teignmouth), and was recorded on the 2nd April 1788, but has not, as far as I know, been published. It is not included in the Appendix to the Fifth Report from the Select Committee of the House of Commons, dated 28th July 1812, which contains Mr. Shore's Minutes of the 18th June and 18th September 1789 on the permanent settlement of Bengal and Behar. But as this omission cannot have proceeded from its being deemed less deserving of publication, it may perhaps form part of other papers which had been previously printed, but have not fallen under my inspection. The documents which accompanied this Minute, in the form of an Appendix, will also be annexed to it; and some notes,

By exhibiting Mr. Shore's Minute on the rights of zemindars and talookdars, recorded 2nd April 1788.

which were added in illustration of particular passages, are subjoined in their proper places.

*MR. SHORE'S Minute on the rights of zemindars and talookdars, recorded on the proceedings of Government in the Revenue Department, 2nd April 1788.*

"The Court of Directors, in their general letter by the 'Swallow,' directed this Government to ascertain, as correctly as the nature of the subject would admit, the real jurisdictions, rights, and privileges of zemindars, talookdars, and jagheerdars under the constitution and customs of the Mahomedan or Hindoo Government; and what were the tributes, rents, and services which they were bound to render or perform to the sovereign power; and, in like manner, those from the talookdars to their immediate leige lords the zemindars; and by what rule or standard they were, or ought severally to be, regulated. Previous to my return to this country in 1786, the Board of Revenue had been called upon for their opinion on the rights of the zemindars, and had declared a zemindary to be a *conditional office, annually renewable, and revocable on defalcation;* and had applied to the Supreme Council for their decision upon this opinion, as essential for their guidance in the recovery of arrears of rent; and for making the ensuing settlement of the revenues.

(Appendices, Nos. 1 and 2.) Mr. Grant, who has employed much labor and ingenuity in researches into the finances of Hindoostan, has also combated the prevailing idea that the zemindars are proprietors of the land, and in opposition to it has main-

Inquiry respecting jurisdictions, rights, and privileges of zemindars, talookdars, and jagheerdars ordered by the Court of Directors.

Definition of a zemindary by the Board of Revenue.

Principle maintained by Mr. Grant.

tained that *the sovereign ruler, throughout Hindooostan, is the sole virtual proprietor of the soil, in right and fact the real acting landlord.* (Appendix No. 3.) These opinions stand in contradiction to

These opinions contrary to others of high authority.  
be lightly admitted, or hastily rejected. They affect the rights and interests both of this Government and its subjects; and this consideration alone would induce me to discuss them if the orders of my superiors did not prescribe it.

Question divided into right and policy.

"The general question may with propriety be divided into two parts; of right and policy. If the former can be clearly ascertained, it will probably tend to elucidate the latter, which, at all events, deserves a separate consideration. In a discussion of this kind, some principles should be established on the outset for deciding the points in issue. But here a material difficulty occurs.

Difficulties from the despotic constitution of the Moghul Empire, and its arbitrary practice.

The constitution of the Moghul Empire, despotic in its principle, arbitrary and irregular in its practise, renders it sometimes almost impossible to discriminate between power and principle, fact and right; and if custom be appealed to, precedents in violation of it are produced. In tracing such a system,

What must be done under such circumstances.

where even natural rights are often sacrificed to power, we must carefully observe what, under successive administrations, has been left to the people, and explore those usages which have subsisted for the greatest length of time, with the fewest variations and infringements. We must hear what the subjects of the State claim for themselves, and try these claims by the result of the investigation prescribed, and by the standard of reason, policy, and natural justice. In opposition to this, it has been

Opposite rea-

asserted that *the sovereign alone, in a despotic State, is competent to decide the question about zemindary rights, because it goes to ascertain the limits of his power in defining the rights of his subjects; that the will of the Company, as possessing the rights of the Emperor, is absolute, and that it rests with them to make, explain, and execute the laws.* (Appendix No. 4.) If this reasoning be just, all discussion ought indeed to cease; for it reduces the question to this simple proposition, that the Company, having despotic power, are entitled to exercise it as they please. Rights are incompatible with these principles.

" Of the customs and laws under the ancient Hindoo Government as far as regards finance, I can supply little further information than is contained in the translation of the Code published in Europe.

From that it is evident that property in land existed, and the system of taxation, as far as I can learn, was moderate. The natives, whom I have consulted on this point, affirm that the ancient Rajahs exacted a sixth proportion of the produce of the lands, which the possessors were authorized to sell, or alienate, subject to the sovereign's claim for rent.\*

At the period preceding the Mahomedan conquests in India, the countries to the north and the west of Bengal were divided into different principalities, each under its respective Rajah; and Bengal itself

\* This is confirmed by the Institutes of Menu and Digest of Jagannatha, translations of which have been published since the Code referred to; which was translated by Mr. Halhed in 1775, vide trans. of Menu, Chap. 7, and trans. of Digest Book 2, Chap. 2; see also trans. of *Sacontala*, Act. 5, and *Historical Sketches of the South of India*, Chap. 5, where the above and other authorities are particularly noticed by Colonel Wilkes.

was partly, if not wholly, in the same situation.

Era of Mahomedan dominion in Hindooostan and in Bengal.

Dynasty of Patans and Moghuls.

In what reign Moghul Government acquired form and consistency.

Inquiries respecting administration of Mahomedan Princes should commence with the reign of Akber.

Akber's principles of finance as stated by his Minister Abulfuzl.

"Though it might be of some utility to investigate the principles of the Government of the Patans, yet it is rather from 'the reign' of Akber,' which began in the year 1556† and ended in 1605, that we should commence our enquiries into the administration of the Mahomedan Princes. The history of the greatest part of his reign was written by his Minister Abulfuzl, who compiled 'a voluminous Code of the Ordinances and Regulations established by Akber with respect to finance. The principle seems to have been formed on the practise described in the Institutes of Timour, which was *to divide the produce of the land, in*

\* See the reign of Subuktagee, in Dow's History of Hindooostan, translated from *Ferishteh*. The same work may be referred to, for what is stated respecting the conquest of Delhi and Bengal and the Patan and Moghul dynasties.

† Akber succeeded to the throne of Delhi on the 2nd Rubee-oo-sanee, A. H. 963, or the 14th February, A. C. 1556.

*certain proportions, between the sovereign and the husbandman.\** That such indeed was the ancient constitution of the Empire, although the principle might be occasionally modified in practise, appears highly probable. All the rules of Moghul finance seem formed upon this principle; and the Ordinances of the Emperors, for increasing the cultivation, and improving the quality of the produce, with a view to the augmentation of the public revenues, the appointment of inferior officers for keeping

All the rules  
of Moghul  
finance appear  
to have been  
formed on this  
principle.

\* See *Regulations concerning the collection of the revenue* in Major Davy's and Professor White's translation of the *Institutes of Timour*. The following extract is subjoined for the convenience of those who have not immediate access to that work:— “I ordained that the revenues and the taxes should be collected in such a manner as might not be productive of ruin to the subject or of depopulation to the country. I ordained that, in every country that should be subdued (to the inhabitants of which charters of safety and security should be granted), the produce and the revenue of that country should be inspected. If the subjects were satisfied with the old and established taxes, that those taxes should be confirmed agreeably to the wishes of the subjects; or, if not, that they should be determined according to the Regulation. And I ordained that the duties should be determined in proportion to the produce of the cultivated lands, and that the taxes on the produce of those lands should be affixed and ascertained. Thus, first, that the cultivated grounds of the subject, which should be made fertile by the water of canals, or by springs or rivulets or rivers (if those waters flowed perpetually and continually), should be superintended by the officers of the crown; and that of the amount of the produce of those grounds, two-thirds should be allowed to the possessor thereof, and one-third be paid into the royal treasury. If the subject should consent to pay the tax for the restricted lands in specie, that for the grain, due to the treasury, the sum should be fixed on the subject according to the current price of the grain; and that, corresponding to the current price of the grain, the money should be paid to the soldiers. If the subject should not be satisfied with this mode of collection, and with the partition of the general produce into three parts, that the restricted lands should be divided into first and second and third *Furreeb*; that the produce of the first *Furreeb* should be estimated at three loads, and the produce of the second *Furreeb* at two loads, and the produce of the third *Furreeb* at one load; and half thereof should be estimated as wheat, and half thereof as barley; and that, of the total amount, one-half of the produce should be collected. If the subject, notwithstanding this, should be unwilling to pay the tax in kind, that the value of a load of wheat should be fixed at

constant accounts of the land and its productions, the annual transmission of those accounts to Delhi, the regulations for dividing the crops, and measurement of the land, as well as the *Hust-a-bood* investigations of later times, must be referred to this origin. (Appendix No. 5.) Indeed, the common

Proverbial expression respecting land and rent.

Toorenmul employed by

five *Miskauls* of silver, and the value of a load of barley at two and a half *Miskauls* of silver; and that the duty of the *Killaah* should be exacted over and above; but that nought else should be demanded of the subject under any pretext or denomination whatever. That the rest of the lands of the husbandman, those which produced in the autumn and in the spring, and in the summer and in the winter, and the lands which depended on the rain for fertility, should be divided into *Furrechs*; and that of the produce of those which were numbered, a third or a fourth should be collected. That the duties on the herbs and on the fruits, and on all the other productions of the country, and on the reservoirs of water and on the commons, and on the pasture lands, should be fixed and determined according to the ancient and established practices; and if the subject should not be content therewith, that the collections should be settled according to the *Hust-a-bood*. And I ordained, whosoever undertook the cultivation of waste lands, or built an aqueduct, or made a canal, or planted a grove, or restored to culture a deserted district, that in the first year nothing should be taken from him; and that in the second year whatever the subject voluntarily offered should be received; and that in the third year the duties should be collected according to the Regulation.”

*Note added to the original Minute.*

\* “This principle is clearly asserted both in the Institutes of Timour and Akber. In the former, however, landed property is as certainly avowed in opposition to the maxim that the sovereign in the States of Asia is the sole proprietor of the soil. The following extract proves this:—“Waste lands, ‘of which there is no owner, shall be brought into cultivation by the khalsa ‘or exchequer; and if there should be an owner, and he be distressed, the ‘due means of holding possession shall be furnished to him, that he may ‘cultivate his own lands.’” The same conclusion is inferrible from other

and his transactions in Bengal, where he resided two years, from what I can learn, were regulated by this principle. He collected the accounts of the Canoongoes, and in some places ascertained their accuracy by local enquiries and by measuring the land. From these materials he compiled the *Tukseem*, or account exhibiting the constituent portions of the rent of each village, district, and principality: and the aggregate formed the *Toomar* or rent-roll of the Soobah. At what proportion Uncertain at what proportion of the gross revenue he estimated the sovereign's

Akber to arrange the revenue of his Empire.  
Transactions of this officer in Bengal.

passages. With respect to Bengal, there is reason to believe that the principle was never literally and strictly applied in practise. No traces of it can now be found in any part of what constitutes the province of Bengal, except in Purneu; and although Toorenumul may have formed his settlement upon an estimated division of the produce, the crop was not actually portioned out between the sovereign and husbandman. This supposition is supported by the following quotation from the *Ayeen Akbery*:—"The subjects (of this country) are very obedient to Government, and pay their annual rents in eight months by instalments; themselves bringing mohurs and rupees to the places appointed for the receipt of the Revenues; it not being customary in the Soobah for the Government and husbandman to divide the crop. Grain is always cheap; and the produce of the lands is determined by *Nusk*, or estimate. His Majesty has had the goodness to confirm these customs." This of itself is a modification of the principle in practise. In fact, I do not conceive it possible for a Government, literally speaking, to divide the produce of the soil with the peasantry to the extinction of all intermediate classes of subjects, although it may be attempted. In asserting that the rents of the soil belong to the sovereign, it is evident that nothing more can be meant by it than that he has a right to such proportion thereof as he may choose to appropriate for himself. I cannot discover any authority, either in the Institutes of Timur or Akber, or anywhere else, in support of Mr. Grant's assertion, that this proportion was fixed at one-fourth. The rate in the authorities referred is various, but generally one-third. This indeed might be reduced by allowing for charges to a fourth; but the husbandmen, in that case, enjoyed two-thirds only. A firman of Aurungzeb determines that the sovereign's share of the produce shall never exceed one-half; and in Behar that proportion is at this day taken by Government. Where such a principle prevails, it is the interest of Government to give stability to property by an avowed limitation of its demands.

gross produce share, I know not. One account in my possession, he estimated of unknown authority, states that he regulated the sovereign's share,

it according to the situation of the land and quality of the soil, by the labor and expense attending the cultivation of it, in different degrees of proportion; from one-half to an eighth of the estimated gross revenue. This account is at least probable. But he left with the zemindars the management of their lands, and concluded a settlement of the revenue with them, assigning to them a portion of the land or its produce for their immediate use and subsistence, under the denomination of *Nankar*.\*

Settlement formed by him with the zemindars, and naukar assigned,

How far operation of principle stated affects the zemindar's right of property in the soil.

"The principle of this operation does not, in my opinion, destroy the right of property in the soil, although it greatly reduces the interest of the proprietors in it, for supposing the zemindar

*Second Note added to the Minute.\**

\* "This account of Toorenmul's proceedings is collected from the best information which I can procure. I have only one written authority for it, and the name of the author is unknown. It is generally supposed that Toorenmul fixed the rent of each ryot, and that this rule is now known under the term of *Assul*, or original rate, in contradistinction to the taxes subsequently superadded. His residence in Bengal was too short for so extensive and laborious an operation; but he may have prescribed the rules at which the rents of the ryots should be fixed, and left the execution of them to others or to the zemindars. Or we may suppose that he adopted an old existing rate, and this I deem probable. Neither is it certain that Toorenmul first established the allowance of Nankar. Mr. Grant, in his Analysis, asserts that the amount of real estates appropriated under this title for the family subsistence of the crores, zemindars, or collectors of the public rents appears to have been originally settled, for the list entire of such offices throughout Bengal, at three lakhs twenty six thousand two hundred and fifty rupees. Whether this existed before Akber's reign or not, I have not been able to ascertain. By a firman of the Emperor Aurungzeb, directing the amils, or officers of Government, to ascertain the rules and regulations established by Toorenmul, it would appear they were then nearly obsolete or forgotten."

bound to collect the rents by the same rules of proportion on which his own rental was estimated, he could legally derive no emoluments beyond the subsistence allowed him. In that case, he could only benefit from those hidden sources which the officers of Government were unable to explore, from improved cultivation which remained undiscovered, or from the fears or liberality of the peasantry. These, in fact, were resources which the severest administrations have never been able to appropriate entirely; and hence the zemindary tenure, under the application of a principle of finance which apparently rendered it of little worth to the possessor, became valuable. It was transmitted by inheritance, and the ryots looked up to their zemindars as their hereditary patrons and governors, and as proprietors of the land within their jurisdiction; and these were certainly very important privileges. The natural consequences of such a system are obvious: frequent investigations of the land and its produce; occasional remission on the rent-roll; and concealment on the part of the zemindars. Under an ignorant or weak administration, a decline in the revenue was unavoidable. An active, able, and well-informed Nazim would attempt the recovery of the defalcation. His avarice, or his exigencies, will equally dictate the application of the fundamental principle for his own emolument or that of his sovereign. In the commencement of Akber's reign, and probably before it, the settlement was annually made, but motives of policy, humanity, and justice, induced him to form it for a period of ten years; and in his time, we are by the Ayeen

What circumstances rendered a zemindary valuable, under application of a principle which apparently rendered it of little worth.

Consequences of the system stated.

Ten years' settlement formed by Akber. Condition of zemindars in Bengal at that time.

Akbery informed, the zemindars of Bengal were numerous, rich, and powerful.\*

Toorenmul's  
settlement of  
Bengal how  
long in force.

"The settlement of Bengal by Toorenmul was completed about the year 1582, and appears to have subsisted, with little variation, for a period of about seventy-six years, until the year 1658, near the close of Sultan Sujah's Viceroyalty. During this interval, a very small proportion of the revenues of Bengal were remitted to Delhi. They were applied to the discharge of the public expenses of the province, for which they were fully adequate; and no general attempt appears to have been made to enhance the assessment of Toorenmul by new inquisitions into the produce of the lands.

Addition by  
Sultan Sujah.

The addition imposed by Sultan Sujah, the result perhaps of such an enquiry partly undertaken, was moderate. (Appendices Nos. 6 and 7.)

Proceedings  
of Jafeer  
Khan.

Jafeer Khan, who was appointed Dewan of Bengal by Aurungzeb and afterwards *Nazim* by Furukseer in 1713, prosecuted his enquiries into the finances of the country with a rigour before unknown. He deputed his own agents to scrutinize the value of the lands, and to raise the rents of them to the highest possible standard by collecting for the Government all that the ryots, or peasantry, paid to the zemindars, to whom he left their established subsistence of *Nankar*.† He

\* See account of the ten years' settlement in *Trans. of Ay. Akb.* Vol. 2, p. 365. See also History of the *Soobah of Bengal* in Vol. 2.

*Third Note added to the Minute.*

† "It is generally supposed that variable imposts were first introduced under the authority of Jafeer Khan. He may have been the first *Nazim* who gave his avowed sanction to them, but they had, from whatever authority, taken place before his time, and probably soon after the settlement of Toorenmul. In proof of this, the following account, taken from the records of the Canoongees, is produced, and many others, if necessary, might also be brought forward.

did not, however, annul their right of inheritance; and that he considered the zemindars to have a property in the soil, a striking proof will be exhibited in the course of these remarks. (Appendix No. 8.) From the death of Jafeer Khan to the present time, the claims of the zemindars to a property in the soil, and to succeed by inheritance, are supported by usage and fact. A minute history of this period would exhibit collusion, and concealment on their parts, opposed to the vexatious impositions and demands of their rulers. It is the nature of an arbitrary government to produce such effects;

From death of  
Jafeer Khan  
to present time,  
claims of ze-  
minders sup-  
ported by  
usage and fact.

*Toomar Jumma*, including the *Maljehat*, or revenues of the land, and *Sayerjehat*, or variable articles, of the perghunah Akber Shahy, sircar Oulumber. Bengal year 1098, or A. D. 1691.

Mouzahs or villages .. ..	135 5 10	
Mehals .. .. ..	15 0 0	*
	<hr/>	
	150 5 10	
Jumma, or assessment .. ..		15,507 8 9
Hubboobat, or taxes, viz:—		
Dance, per cent. .. 2 8 0	414 6 2	
Fotahdaree .. .. 1 9 0	258 15 11	
Deedaree .. .. 1 4 0	207 2 15	
	<hr/>	
Per cent. 5 5 0	880 8 8	
Tukkee, per cent. .. 1 0 0	165 11 1½	
Bhai kaghuz, (price of paper) .. .. 0 1 12	16 9 2	
	<hr/>	
1 1 12	182 4 16	1,062 13 4
Total .. ..	16,670	5 13

Ferah, or additional taxes, calculated on the above total.

Kussor, per cent. .. 15 0 0	2,485 10 5	
Futahdaree .. .. 0 8 0	97 4 17	
Howah .. .. 1 9 0	304 1 5	
	<hr/>	
Mehmany .. .. 17 1 0	2,887 0 7	
Total Hubboobat, or taxes .. ..	48 10 0	
Total Jumma .. ..	8,998 13 11	
	<hr/>	
Total .. ..	10,506 6 0	

and where discretion becomes the measure of ex-action, the concealment of property forms the only barrier against it. We ought not to forget that twenty-five years of this period have elapsed under the administration of the English, who adopted, and have constantly admitted, an opinion that the zemindars are hereditary proprietors of the soil.

Position lately  
controversied  
on appeal to  
sunnud of ze-  
minders.

Arguments  
against pro-  
perty rights  
of zemindars.

"This position has lately been controversial, and has been declared unconstitutional and inconsistent with the terms of the *sunnud*, or grant, which has been pronounced the sole ground of rights and privileges of zemindars. The arguments by which this objection is supported may be reduced to the following terms:—That the constitution of the

---

The taxes, by this account, are near 27 per cent. on the *assul* or original rate, and the additional imposts are calculated on the consolidated total of the *assul* and first article of taxation. But long before the date of this account additional taxes upon the Toomar Jumma of Toorenmull had taken place. In an account called a *Datsoor ul Ahdil*, or rule of practice, kept by the Canoongoes for the Bengal year 1672, or A. D. 1665, the following imposts are particularized:—

	Rs.	As.	G.	C.
Nejj Kussoon, per 100 Rs.	..	..	4	14 10 2
Potahdarree	..	..	1	9 8 0
Howth	..	..	2	4 16 1
Canoongoe's Tukkeo	..	..	1	0 3 1
Price of Paper	..	..	0	1 12 0
Total per cent.	..	9	14 10 0	

During the vigour of the Mahomedan Government, the accounts of the Mofussil Canoongoes were annually transmitted to the Dewan of the province, and he must have known these variations from the settlement of Toorenmull. I am by no means convinced that even that settlement was not composed of an aggregate, including imposts on an original standard. If, however, it were not so, and the *assul* alone furnished the revenues of the province, these additional imposts must have supplied a revenue for the zemindars and officers employed in the collections, and it is probable that there were others not inserted in the public records; and that the Government either did not know them, or what is more likely, connived at them.

Moghul Empire, acting upon a principle of dividing the gross produce of the soil with the peasantry, annihilates the idea of a tenure conveying property in it, and devolving by inheritance ; that the existence of the sunnud proves it essential for the investiture of a zemindar ; that a zemindary is expressly called a *service* in the sunnud, the terms of which assign duties to be performed, but convey no property ; that an acknowledgment was constantly paid to the sovereign previous to a zemindar's investiture ; and, lastly, that security for the personal appearance of the zemindar was demanded and taken previous to his investiture, which would have been an unnecessary precaution if the lands were considered as his property. In answer to these arguments the following observations occur : Answer in support of zemindary rights.

That although the avowed principle of the Moghul constitution limits the value of landed property, and makes it dependent on the equity and humanity of the sovereign, it is not incompatible with its existence, and goes no further than to establish the right of the State to a proportion of the rents of all land. That the inheritable quality of the zemindary tenure is ascertained by the laws of usage and prescription, which in all countries are admitted as legal and indefeasible where they are derived from any principle of natural right, or are conformable to right reason. That the zemindary sunnuds were never conferred at discretion, or upon aliens, to the prejudice of the heir by kindred, and of course confirmed existing rights, but did not create them ; and that in fact the principal zemindars only applied for sunnuds and received them. That the inferior landholders succeeded according

to their own laws of inheritance by right, and of course without any sunnud. That the term *service* in the sunnud can prove nothing to the prejudice of the zemindars, whilst it can be demonstrated that the tenure was hereditable. Property may depend upon services, or service in the course of time, by usage, be converted into property and inheritance. That the acknowledgment paid by the incumbent on investiture is rather a proof of this than an argument against the right of the zemindars; and if it may not be deemed an exaction, ought to be in the light of a consideration for the renewal of an estate. That no such consideration was paid by a *Crorie* or *Aumil* who were both collectors of the public revenues, but did not succeed by inheritance; and this circumstance marks a strong distinction between the zeminary tenure and a common office. That in a country subject to frequent disturbances and revolutions, in which the zemindars as often took part against the established Government as for it, the propriety, as well as necessity, of a personal obligation, by which one subject became bound for the attendance and good behaviour of another, is obvious without authorizing an inference to the prejudice of zeminary property. The period assigned in the grant for the duration of the tenure is unlimited, and the true conclusion, which this silence admits, is that the tenure is good as long as the conditions in the grant are observed. (Appendix No. 9.) By the terms of the grant, a zemindar is entitled to an established provision, under the name of *Nankar*, included under the head of *Muzkooraut* after completing his annual agreements for the revenue. There

Nankar to  
which a  
zemindar is  
entitled by  
terms of his  
sunnud.

is no proportion between the amount of it and that of the pecuniary acknowledgment paid for his investiture. It was not sufficient for his subsistence, and it was still less a fund for the accumulation of property; nor can the permanent appropriation of the fund itself be reconciled to the idea of a fluctuating office. (Appendix No. 10.)

" In addition to the preceding observations, I shall add some conjectures on the zemindary tenure and its establishment, or confirmation by sunnud or

grant. In Akber's time, the zemindars of Bengal were numerous, rich, and powerful. They were not of his creation, and probably existed, with some possible variation in their rights and privileges, before the Mahomedan conquests in Hindooostan. From this circumstance, as well as other collateral considerations, there is reason to suppose that the new invaders who claimed the revenues of the country, from motives of policy and humanity, employed the ancient possessors of the land as their agents for the collection of the taxes of the State, superadding the jurisdiction exercised by the collectors of revenue in their own system of finance.\* That for this purpose they confirmed the former proprietors by sunnuds or grants, conferring services or offices of an inheritable and permanent tenure. That hence the zemindars, if

*Fourth Note added to the Minute.*

\* "The following is a list of the officers mentioned in the Ayeen Akbery, is employed in the government of the country and collection of the revenues.

1st.—The *Sepahillar*, or Viceroy.

2nd.—The *Foujdar*, for keeping the peace and preserving the police of the country.

3rd.—The *Meer Adul*, and *Cazy*, for the administration of justice.

4th.—The *Cutral*, or head constable.

they did not originally possess, acquired in the course of time a property in the soil, and the rights annexed thereto of disposing of it by sale, gift, and mortgage, subject however, under any mode of alienation, to the sovereign's claims for rent. And that for the purpose of securing the revenues from fraudulent or concealed alienation, as well as the increase arising from improvement, a numerous body of inferior officers was appointed to keep accounts of the land and its productions, as well as a record of such events as affected the revenues. That although the zemindars succeeded, according to the common course of inheritance, agreeably to their own laws, some form declaratory of the succession of the new incumbent was

5th.—The *Amilgazar*, or collector of the revenues. Under him are the *Karkoon*, *Mocuddums*, and *Putwarries*, accountants; all of whom are employed in keeping accounts of the produce of the soil. Also the *Tepukchy*, or accountant for the treasury, and the treasurer.

6th.—The *Cauongoes*, whose duty it was to keep minute accounts of the land, its produce, its revenues, the rates of assessment, variations in it, alienations and annexations of land; and, in short, of every thing relating to the revenues, the land, and its produce. See translation of *Ayeen Akbery*, Vol. 1, pages 358 to 387, for a description of the functions of the officers specified.

This list is incomplete. It is remarkable that the zemindars, who in Akber's time were numerous, rich, and powerful, and had so much concern in the revenues, are not mentioned in the list of officers. In the original *Ayeen Akbery* they are frequently called *Boomee*. This is either a Persian word implying possessing the soil, or earth, or a corruption of the Hindoojee term *Bhoopis* or *Bhoomik*, which may be interpreted *Lord of the soil*, or earth. But whatever may be the origin of the word, *Boomee* and *Zemindar* are the same."

It may be added, on the subject of the above note, that, in the passage of the *Ayeen Akbery* translated by Mr. Gladwin, " Whenever a zemindar, or a collector of the royal or jugeer land is disobedient" (Vol. 1, p. 372, Cal. Edition), the term *Buzwrgur* (a Persian word denoting generally a land-holder or husbandman) is used, instead of *zemindar* in two copies of the original, which have been examined; and that *Amilgazar* is the officer designated in the English version "Collector."—J. H. H.

necessary for the information of the officers of the State and ryots, as well as for the security of the new zemindar whose name was, upon his accession, enrolled in the public registers. The principal zemindars, who enjoyed extensive jurisdiction and were admitted into the presence of their sovereign, or his viceroy, petitioned for and obtained sunnuds, not only as confirmations of their rights, but as an honorable distinction; and these they paid for, while the inferior zemindars were contented with a less formal and expensive acknowledgment of their rights.\* Formerly the zemindars were bound to take care of the roads and bridges; and whilst the amount of their rents was permanent, and the profits arising from the lands left to them, they

Principal zemindars only applied for and obtained sunnuds.

Zemindar for merely bound to take care of roads and bridges.

*Fifth Note added to the Minutes.*

\* "I have not been able to trace any account of the zemindary sunnud to the reign of Akber. The Board of Revenue have indeed quoted the form of a zemindary sunnud as in use in Akber's reign, but the authority is doubtful. The Ayeen Akbery contains a chapter on grants, which does not include the zemindary sunnud. Many other suppositions might be formed on the origin of these grants if it were necessary; but as it is an indisputable fact that the zemindary tenure is hereditary, I deem all enquiries into its origin more curious than useful. Amongst a variety of zemindaries to which the present possessors have succeeded without any sunnud, the following may be quoted, which are all held in the names of the former proprietors deceased before the Company acquired the dewanny. The two divisions of Mahomed Ameenpore held in the names of Mokoud and Ramkishen.

The two divisions of Lushkerpore, held in the names of Nerendernarain and Mogernarain.

Kankjole, held in the name of Abadulla.

Pergunnah Muldewar held in the name of Kishennarain.

Pergunnah Chunderdeep, in the name of Oodenarain.

Honnabad, held in the names of Rehnumt Ghasee and Mauower Ghasee Edelpore, in the name of Rambullub.

Kishbut Pergunnah Hougha, in the name of Lutchmynarain.

Pergunnah Atteah, in the names of Khoda Newaz, Nubbee Newaz, and Shah Newaz.

Pergunnah Khergong, in the names of Debdul and Sham Sunder.

Pergunnah Mehlind, in the name of Rajibullub."

had an interest in fulfilling the dictates of their duty. Latterly, these functions have been neglected, and the suspension may be dated from the

Further duties assigned to zemindars in preserving the internal peace of their districts, and the apprehension of thieves, murderers, and other violators of the laws were amongst the assigned duties of the zemindars. They were also obliged to attend and assist their sovereign for opposing invasion and suppressing rebellion, but it was not unusual to grant them a remission in their rents equivalent to the expenses incurred by them in the discharge of these services. These conformable, functions may be reconciled to the dependent state of property under the feudal system which, in many instances, appears conformable to that of property in Hindooostan.

Feudal system conformable, to that of property in Hindooostan. The expenses attending the performance of them could never be discharged from the allowances made to the zemindars under the general terms of *Muzcoorat*, but must have been supplied from other sources of emolument.

What jurisdiction was exercised by zemindars, it was very limited. I cannot trace any delegation of power for the trial of delinquents, and the infliction of punishment upon them. If this was ever exercised, it must be either considered as an encroachment on the royal prerogative, or to have existed by sufferance. For the enforcing the payment of the rents, they certainly, if practise be deemed authority, were allowed a power of coercion which has sometimes been exercised with a cruelty disgraceful to humanity.

Zemindars considered in two points of view; dars in a double hereditary

"The preceding explanation places the zemindars in a double hereditary



possessors of the soil, and as the servants of the State. Whether the functions of the latter designation are inherent in the hereditary tenure or not, appears to me immaterial. Long before the establishment of the Company's authority in India they were united, and were exercised by the agents of the Company, when they held the dependent proprietorships of two small talooks. But though the tenure was hereditary, it was nevertheless conditional, and a zemindar was liable to dispossession, either for a failure in the payment of his rents or for delinquency. The rigour with which this penalty was enforced depended greatly on the discretion of the supreme authority. If the arrears of rent were occasioned by a severe public calamity, they were excused; if from a cause of temporary operation, they were added to the settlement of the ensuing year. Sometimes a superintendent was appointed, or the lands were assigned for a period to the management of another, or perhaps the tenure was given to a new possessor. In the case of delinquency, the penalty was proportioned to the fault of which the Ruler was the judge. Rebellion, or avowed resistance to the orders of Government, was usually punished by a total dispossession. The perpetration of murders or robberies, or a proved connivance at them, merited and obtained the same punishment. To remedy the evils arising from the incapacity of a zemindar, and secure the rents of the State, an officer was often nominated to the charge of the lands. In this case, the zemindars in Bengal, as far as I can learn, still received *Nankar*; and in Behar, *Malikana*. (Appendix No. 11.) I shall conclude these observations

1st, as hereditary possessors of the land;  
2dly, as servants of the State.

Zemindary  
tenure condi-  
tional, though  
hereditary.

How far the  
penalty of dis-  
possession was  
enforced.

Officer nomi-  
nated to  
charge of  
lands when  
the zemindar  
was incapable  
of managing  
them.

Mahomedan law clearly recognizes the tions, and services, enjoyed, exercised, or per-principle which entitles formed by the zemindars, with a remark that, by the sovereign to a portion of the Mahomedan laws, the principle which gives the produce of the soil, whilst it leaves the property in it to his subjects, is clearly and explicitly avowed; and that if the Mogul subjects.

Empire was, in matters of finance, regulated by an opposite principle, the system was contrary to that religion which the Emperors of Hindooostan professed and maintained. (Appendix No. 12.)

*Argument against zemindary right of property from grants of altumgha.* " In addition to the argument derived from the sunnud against the prescriptive rights of the zemindars, the grant of lands conferred by *Altumgha* has been urged as a decisive proof, beyond controversy, that the property in land is exclusively vested in the Crown; and that the Emperors, so far from considering the zemindars as possessing any hereditable property in the soil, disposed of it in

*Malikana* left to zemindars in such cases. perpetuity to others. It is certain that lands under this tenure, exempt from all claims of rent and descending by inheritance, are possessed to a very considerable amount in the Behar Province. But there is one observation, and that very important, that all persons holding grants of land under this denomination, or of jageers, pay to the zemindars a tenth of the gross produce, or leave with them an equivalent to that amount in land, under the very expressive term of *Malikana*, which may be rendered *the right of proprietorship*. When it is considered that the altumgha grant has no reserve or limitation, and that the persons who acquired by it the possession of land in perpetuity, had generally very considerable interest at Court, it may be

*Inference of acknowledged right in such cases.*

reasonably supposed that they would not have relinquished any part of their sovereign's donation, except in compliance with an acknowledged right, whether derived from regal authority or prescription. This fact exhibits a remarkable difference between the situation of the zemindars in Behar and Bengal. In the former province, they possess and claim a right to malikana, whether they have charge of the collections or not. In Bengal, they have nankar only, which does not in the aggregate exceed one per cent. on the revenues. There are many other distinctions, of which I shall notice a few only. In Behar the zemindar, when in charge of the collections, or the aumil who stands in his place on the part of Government, divides the produce of the lands with the cultivators in stated proportions. In Bengal, the settlement is made with the ryot, upon a standard called the *Assul* or original rate, with an accumulation of the taxes successively imposed. In Behar, the extent of zemindary jurisdictions, compared with many of those in Bengal, is very limited; and though the zemindary property in the former province seems more explicitly avowed and confirmed, yet the zemindars themselves have been more depressed and reduced. This is accounted for by the different systems of management adopted in the two soobahs, and by the numerous donations of altumghas, jageers, and other rent-free lands in Behar. Yet it is too remarkable to be unnoticed that, notwithstanding the frequent transfers of the land by these grants, the right of the zemindars to malikana remains inviolate under every change. Most of the considerable zemindars in Bengal may be traced to an

Difference between zemindars in Behar and Bengal in receipt of malikana and nankar.

And in division of crop, or adjustment of rent with ryots.

Further notice of zemindary tenures in Behar, and situation of zemindars.

Origin of most of the considerable zemindars in Bengal.

Authorities in origin within the last century and a half. The proof of established principle of Moghul finance, as practised in Hindoostan, extent of their jurisdictions has been considerably augmented during the time of Jaseer Khan, and since, by purchases from the original proprietors, by acquisitions in default of legal heirs, or in consequence of the confiscation of the lands of other zemindars. Instances are even related in which zemindaries have been forced upon the incumbents.

"I shall be happy if these remarks should be deemed to have elucidated the principle of the Moghul system of finance, and to have proved the inheritance and property of the zemindary tenure to be compatible with it. Every allowance must be made for the difficulties attending researches of this nature under the practise of an arbitrary form of Government, and with respect to a country subject to frequent insurrections and revolutions. Still however, lest more positive proofs should be required, I have annexed authorities deduced from established practise, and from the ordinances of the Emperors Aurungzeb and Furukseer, and the example of Jaseer Khan, the Nazim of this country. These will, I trust, elucidate the preceding arguments, and prove what I understand to be the established principle of Moghul finance as practised in Hindoostan, that *the rents belong to the sovereign, and the land to the zemindar.* (Appendices Nos. 13, 14, 15.) The former administrations in this country both wisely and justly consulted the natives upon the rights of the zemindars; and so far from wishing to exclude their opinions, the first principles of equity require that the zemindars should themselves be admitted to

Equity requires that the zemindars should be allowed to plead their own rights and privileges.

plead their own cause. At least, no judgment should be pronounced against them until they have been heard in support of their real or presumed privileges. In a country which, until our time, has been ruled by despotism, where the relation between the sovereign and subject is that of lord and slave, where the subjects are seldom allowed to think for themselves, and are often obliged to resign their reason and natural feelings to their ruler's will, it is not surprising that the natives should find it difficult to reconcile the lofty ideas imposed upon them by despotic power with any original rights belonging to themselves. But in an inquiry of this kind, I conceive it both justice and policy to appeal to them; and I have accordingly proposed a series of questions, respecting the zemindary tenure and its rights, to those who, from their situation or knowledge, either possess or have the means of acquiring information. Their sentiments will be found to agree generally with those which I have maintained. They know, at least, what has been left to them, from whatever source it was derived. This they claim; and thus far their opinions will be found consistent and well informed. (Appendices Nos. 16 and 17.)

"The question of policy now remains to be discussed, and this I shall answer by extracting from Bernier the description of the real situation of the land and people under a form of Government where the sovereign was supposed to have declared himself the proprietor of all the lands. *The Peasant reasons thus* :—'Why should I toil so much for a tyrant, that may come to-morrow to take all away from me, or at least all the best of

Dificulty of  
reconciling  
power and  
right in de-  
potistic State,

Questions put  
to informed  
natives, re-  
pecting ze-  
minary ten-  
ure and  
rights, and  
their answer.

Question of  
policy.  
Extract from  
Bernier

'what I have, and not leave, if the fancy taketh  
'him, so much as to sustain my life even very  
'poorly? And the Timariot, the Governor and  
'the Farmer, will reason thus with himself—Why  
'should I bestow money or take pains of bettering  
'or maintaining this land, since I must expect  
'every hour to have it taken from me, or exchanged  
'for another? I labor neither for myself, nor  
'for my children; and that place, which I have  
'this year, I may perhaps have no more the next.  
'Let us draw from it what we can whilst we pos-  
'sess it, though the peasant should break or starve,  
'though the land should become a desert when I  
'am gone. And for this very reason it is that we  
'see those vast estates in Asia go so wretched and  
'palpably to ruin. Thence it is that, throughout  
'those parts, we see almost no other towns but  
'those made up of earth and dust; nothing but  
'ruined or deserted towns and villages, or such as  
'are going to ruin. In conclusion, to be short,  
'I say that the taking away this propriety of lands  
'amongst private men would be infallibly to in-  
'troduce, at the same time, tyranny, slavery, in-  
'justice, beggary, barbarism, desolation, and to  
'open a highway for the ruin and destruction of  
'mankind, and even of Kings and States; and that  
'on the contrary, this *Meum* and *Tuum*, accom-  
'panied with the hopes that every one shall keep  
'what he works and labors for, for himself  
'and his children, as his own, is the foundation of  
'whatever is regular and good in the world.\* To

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*Sixth Note added to the Minute.*

\* "I have quoted the authority of Bernier, not only because I conceived his description just and his arguments well founded, but to point

this reasoning and description, founded on true principles and just observations, I shall add one remark. If a Government which judged arbitrarily, and punished summarily, could not correct the evils resulting from the discretionary exercise of authority, still less will it be in the power of an administration acting upon fixed laws and milder principles; and the English Government of this country being composed of members in a constant state of fluctuation, the necessity of fixing by law the rights of the people is absolute and indispensable."

Concluding re-  
mark on above  
reasoning with  
reference to the  
British Gov-  
ernment in In-  
dia.

#### ON THE TALOOKDARY TENURE.

The word *talookduri* means the holder or possessor of a dependency. The tenures held by persons

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out his opinion as it stands in opposition to my own. Bernier resided chiefly at the capital of the Empire, and his conceptions were with the Officers of the Court. Notwithstanding this and the opportunities of information he may be supposed to have had, I cannot agree with him in the universality of his assertion that all the lands of the Empire, with a few exceptions which he details, were considered as the property of the Crown. He resided in India during those contests which fixed Aurungzeb upon the throne; when the Empire was in a state of confusion, and the license of individuals was suffered to act uncontrolled. But whatever may have been the case in those places which fell under his immediate observation, I cannot admit it to be generally applicable, although I fully agree with him in the conclusions drawn from his own principles. In one sense the Sovereign may, by a fiction, be styled the proprietor of the soil, since he exacts from all lands whatever a proportion of the rents thereof, which proportion is not fixed by any positive law, but discretionary: and Bernier's assertion may have been founded on this explanation, which, though it renders the property of the zemindars very precarious, cannot be affirmed to destroy it. Bernier's opinion has been adopted by many other writers. An extract from Harris's voyage, which has already been quoted by a former member of this Government, whose abilities have thrown much light upon the subject, stands in opposition to it, and is as follows: "Zemis signifies land, and Zemindar is one who possesses land, who pays some acknowledgment to the Emperor, but who is notwithstanding the free lord of his inheritance. The zemindar and jagerdar both possess lands, but by very different titles, for the former is a freeholder, and the latter a tenant-at-will, by the grant of the Emperor. Dur signifies a possessor, that is to say, one who holds or enjoys any thing."—Harris's *Voyage*, vol. I, page 635.

On the talook  
dary tenure.

Meaning of  
the term.

Principal dis-  
tinction in  
rights of  
talookdars.

Talookdars  
who pay reve-  
nue imme-  
diately to  
Government  
differ little  
from zemini-  
ndars.

General origin  
of talooks, and  
how separated  
from zemini-  
ndaries.

By what rules  
the rents of  
dependent  
talookdars are  
regulated.

under this description are dispersed over the whole country, and too various to be minutely ascertained.

The principal distinction in the rights of talookdars arises from the privilege which many possess of paying their rents immediately at the khalsa, or exchequer, instead of to the zemindars from whose authority they are wholly exempt, being immediately subordinate to that of the Government.

Talookdars of this description differ but little from zemindars, except in the limited extent of territorial jurisdiction. They are all equally bound in the performance of the same services and the payment of rents. Lately they have, with them, been made subject to an enhancement of their rents; but this I understand to be contrary to more regular practise and usage.

These talooks, in general, appear to have been originally portions of zemindaries sold or given by the zemindars, and to have been separated from their jurisdiction, either with their consent, or by the interest of the talookdars with the governing power. Some may perhaps have been conferred by the special authority of the dewan, or nazim, in default of legal heirs, or in consequence of the dismission of the former talookdars for delinquency. When the separations took place, the rents of the talooks were regulated by the standard of the *Toomar*, with an accumulation of subsequent imposts and charges, and this is a reason assigned for the former established practise,

of limiting the talookdary rents to a fixed sum, not admitting of any increase. The talookdars, whose lands have not been separated from the zemindary of which they are portions, pay their rents to the zemindars by various rules, some at a fixed rate,

consisting of the *Toomar jumma*, and an addition for expenses; others are assessed according to the variable demands of the Government upon the zemindar, and pay their proportion of all the charges for which he is answerable. In Behar, the talookdars pay according to the produce of their lands, and enjoy the same allowance which the zemindars themselves possess of ten per cent. malikana. Talooks of the latter description have chiefly been acquired by purchase, gift, or on condition of cultivating waste or forest lands, and far exceed the proportion of those separated from the zemindary jurisdiction. Some talookdars are little better than ryots, with a right of perpetual occupancy, whilst they discharge their rents agreeable to the terms of their pottahs or leases. It is generally understood, Rule concerning separation of talooks from zemindaries. that talooks ought not to be separated from a zemindary, unless the zemindars should be guilty of oppression or extortion upon the talookdars. The latter are as anxious to obtain the immunity as the former are strenuous in opposing it; for, exclusive of the diminution of their jurisdiction, they would by this separation lose, what perhaps they have no right to exact, a *rusoom*, or fee, which they generally levy over and above the established rents of the talooks. This, when talookdars are in other respects treated with lenity and justice, is acquiesced in without demur. All Right of talookdars to dispose of their talooks by sale or gift. All talookdars, unless restricted by the terms of the grants under which they hold, have a right to dispose of their lands by sale, gift, or otherwise, still subject to the same dues to which they themselves were liable; and indeed this practise prevails in opposition to the conditions of their pottahs. A

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zemindar has no power to resume or dispose of the lands of a talookdar. From this explanation it inferred right of zemindars to dispose of their estates in the same manner must appear extraordinary that a talookdar, or holder of a dependent jurisdiction, should (as has been asserted) possess a right which is denied to his superior, that of disposing of his lands by sale. In my opinion the acknowledged right of all talookdars, whether paying their revenues to the khalsa, or to the zemindar, to sell their lands is as strong a proof as can be adduced of the zemindars being invested with the same right, for we cannot, on any principle, admit that the latter could convey a privilege to others, which they do not themselves possess.

Rights of jageerdars reserved for separate discussion. Having thus detailed what has occurred to me upon the rights and privileges of zemindars and talookdars, I ought to proceed to a discussion of those of the jageerdars. This, however, I shall do separately, that the connection of the subject now before me may not be broken. The present dis-

Summary of sertation, which has occupied a great portion of useful time, contains a variety of arguments and documents both in support of the rights of the zemindars and talookdars and in opposition to them;

Argument against proprietary right of zemindars. and it may not be useless to insert a summary of the whole. On one side it is asserted that, by the principle of the Mogul constitution, the property of the soil is absolutely and solely vested in the crown; that a zemindary is an office only, originally conferred under certain conditions expressed in the grant of investiture, which is the sole foundation of the tenure. That the right of the crown to the property of the soil is proved by the alienation of zemindary land in perpetuity under the denomination of altumgha, by the spirit of the

rules of Moghul finance, as detailed in the Institutes of Timur and Akber and in the Ordinations of the Emperors; and by the practise of the provincial delegates to increase the revenues by an appropriation of the whole produce of the soil. On the other hand, it is contended that the zemindars have by their tenure, however derived, a property in the soil, and the right of disposing of it, subject however, under any disposal or alienation, to the sovereign's claims for rent. In support of this assertion, the universal testimony of the people, the law of prescription, and the avowed and established right of inheritance of the zemindars are adduced. These proofs are further strengthened by the ordinances of Emperors, and by instances deduced from their conduct and that of their delegates, by the practise of the Mogul Government in selling zemindary lands for the discharge of arrears of rent, and by records of sales of the same lands by the proprietors thereof, by the acknowledged privilege of the talookdars to dispose of their lands, and by the avowed right of malikana enjoyed by the zemindars of Behar. In opposition to the fundamental principle that the soil belongs to the sovereign exclusively, the Institutes of Timur, the Ordinations of Aurungzeb, and the Mahomedan Laws are produced. Doubts may perhaps still remain, and it is not surprising that upon a subject so involved, it may not be possible to produce full conviction. But under such circumstances the most favorable decision to the rights of the people should be adopted. The arguments which would justify a recurrence to, what those who maintain it presume to be, the ancient constitution of the Empire,

Zemindary  
right contend-  
ed for, in op-  
position.  
Proofs.

Authorities a-  
gainst prin-  
ciple that the  
soil belongs to  
the sovereign  
exclusively.

Under circum-  
stances of a  
doubtful na-  
ture, the deci-  
sion most fa-  
vorable to the  
rights of the  
people should  
be adopted.

in opposition to the claims and opinions of the people, to the annihilation of all the transfers of zeminary lands by sale, gift, bequest, inheritance, and adoption, and to the extinction of the very idea of property in

Conclusion, for being content with the principle which entitles the sovereign to a proportion of the revenues of all lands not exempted from the public assessment by his sanction, the tenure, ought to be very conclusive. We may rather content ourselves with the principle of *the sovereign's right to a proportion of the revenues of all lands not alienated by his sanction from the rental of Government*, a principle which, when considered, will be found to reduce the property to little more than a mere name, and to render it dependent on the equity and moderation of the government.

Suggestion of regulations to improve the value of landed property.

Instead of lowering its value still more, we should endeavour to improve it by regulations, limiting the demands of Government to a

precise amount, and by such provisions as will leave to its subjects a competence which due care and economy may convert into affluence. To this object my attention has long been directed. But it involves a detail of so minute and intricate a

nature that my success has not been in proportion to the labors with which it has been prosecuted.

The difficulties arising from want of information, as well as from misinformation, are infinite; but I shall not be induced by them to relax in my endeavours, which I trust will at least be useful, if

they should not be attended with all the success I myself could wish. I shall not in this place anti-

cipate the subject, but conclude with a declaration that, having endeavoured to fulfil the wishes of the Court of Directors in ascertaining the rights of Government and its subjects, I shall hereafter submit to the Board my opinion, in what manner

But future opinion will be submitted, in what manner the principles stated can be best applied in the principles which I have professed can be best

applied in practise for the advantage of both; and in the mean time adopt them for my own guidance, as far as possible, in the ordinary course of administration.

With more leisure I might have been able to have given this paper a better arrangement, and to have produced other documents which might have thrown further light upon the subject; but the labors of study and research are ill compatible with the duties of official detail, and this observation must apologize for want of method or deficiencies in these remarks.\*

## APPENDIX No. 1.

*Extract from a letter from the Committee of Revenue,  
to the Governor General and Council,—dated  
27th March 1786.*

Appendix  
No. 1.

Extract of  
letter from the  
Committee of  
Revenue, dated  
27th March  
1786.

"Having proceeded thus far, Gentlemen, in explanation of the several points referred to us, it remains to answer the last enquiry of your Honorable Board on the nature of the zemindars' rights. A true knowledge of these is not, we humbly conceive, of very difficult attainment. Yet the discussion has employed for years past the first talents both in India and in Europe. A sober appeal to facts will sometimes convince when the most powerful eloquence shall have failed to persuade. In this hope it is that we now presume to call your attention to the instrument hereinbefore men-

\* The original Minute bears the signature of J. Shore, and a reference is subscribed, "for a list of documents against the rights of zemindars," to Appendix No. 18, *vide* sequel.

tioned, upon the tenor and term of which all right and privilege of the zemindar most unquestionably depend.\* From this it is evident that the office is conditional, that it is renewable annually, and revocable on defalcation. It is evident that, though invested with the management of a certain proportion of the collections, yet is he expressly restrained from the alienation of any land, the enhancement of any rates or rents, and the imposition of any new taxes; these being rights inherent in and specially reserved to Government. From a further inspection of a zemindary sunnud, it will appear that, so far from any property being supposed, or understood, as conveyed to a zemindar by this his instrument of law investiture, the lands he occupies in virtue of it are not even considered,

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\* The translation of a zemindary sunnud, according to the form used in the reign of Akber, is the instrument here referred to, as mentioned in a former part of the Committee's letter, from which the following is an extract—"With respect to the third question (what is, in general, the nature of the rights of the zemindars, according to the opinion of the canoongoes and native officers of the Revenue)? we have the honor to submit to you the opinion of our Dewan, together with a report from the preparer of Reports, comprising the answers severally delivered on the subject by the Roy Royan, and the canoongoes, and the native officers of the revenue. To the foregoing documents, we have added, for the information of the Honorable Board, the copy and translation of two zemindary sunnuds, or the instrument conferring the office of zemindar, one of them bearing date as early as the reign of the Emperor Akber, the other of a later date; the copy and translation of an *ultunga* and a *muddudimash* sunnud, or Royal grants bestowing land in donation, and conveying to the incumbent and his heirs for ever the possession and property of such land. Also the copy and translation of several *Ryoty Pottahs*, or the tenure of the immediate occupants of the soil."

Of the two translations of zemindary sunnuds referred to in the above extract, the second, viz., translation of a sunnud granted under the British Government, to Chytun Sing, on the death of his grandson Gopal Sing, for the zemindary of Bishenpoor, from the Bengal year 1187, has been published in the Appendix to Mr. Rouse's *Dissertation concerning the landed property of Bengal*, which also contains the answers of the Roy Royan, and canoongoes,

or admitted, as a security for his personal appearance, since, together with the *mochulka*, a *hazir zamin* is demanded and exacted from him. If, on the contrary, the existence of a right be inferrible from the uninterrupted and undisputed exercise of it for ages, the *altumgha sunnud* is all sufficient to establish, beyond controversy, that the property of land in these countries is exclusively vested in the Crown. This instrument (with others of the same kind as *ayma*, *muddudmash*, &c.) differs most essentially from the *zemindary sunnud*. The latter, as has been already shown, appointing only to the conditional management of certain lands, whilst the first selects a portion of these very lands, and conveys both the possession and property of it to another person, and his posterity for ever, with the

to the interrogatories of the Committee of revenue. The other translation, which has not, I believe, been printed, was as follows :—

*"Form of a sunnud for a zemindary, granted in the time of Akber Shah.*

"Be it known to the present and future mutsuddies, chowdries, canoongoes, talookdars, ryots, and husbandmen, of pergunnah —, belonging to chuklah —, dependent on the Soobah of Bengal, that the office of zemindar of pergunnah — has been bestowed, from the commencement of the year — on — agreeably to the endorsed particulars, on condition of his paying — mohurs. It is required that, having performed with propriety the duties of his station, he deviate not from diligence and assiduity in the smallest degree; but observing a conciliatory conduct towards the ryots, and exerting himself to the utmost in punishing the refractory, and expelling them from his zemindary, let him pay his revenues into the treasury at the stated periods; let him encourage the ryots in such a manner, that signs of an increased cultivation and improvement of the country may daily appear; and let him keep the high roads in such repair, that travellers may pass and re-pass in perfect safety. Let there be no robberies, or murders, committed within his boundaries. Should any one, notwithstanding, be robbed or plundered of his property, let him produce the thieves, with the stolen property, and after restoring the latter to the rightful owner, let him assign the former over to punishment. Should he fail in producing the parties offending, he must himself be responsible for the property stolen. Let him moreover be careful that no one offend against the peace of the inhabitants by irregularities of any kind. Finally, let him

single reserve, that the zemindar shall no longer be accounted responsible for the rent, if the land is removed from his charge. Having said thus much on the subjects of them respectively, we shall now leave these documents, together with the *ryot's pottah*, to make their own impression, and on comparison they will be found mutually to illustrate and explain each other. They are certainly the only evidence in point, superior to all argument, superior to the opinions of individuals, whether Native or European, however respectable. Opinion, in opposition to fact, can never indeed bear any weight on the present question. This kind of evidence (if evidence it can be called) is, as far at least as regards the Natives, of a most dubious complexion; and this from the very strong and self apparent interest they must universally take in the decision of it, either as principals or

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transmit the accounts required of him to the *Huzzoor*, under his own and the canoongoo's signature, and after having paid up his revenue completely to the end of the year, let him receive credit for the *Muzcooraut* agreeably to usage. Let him abstain from the collection of any of the *Aheah*, that have been abolished or prohibited by Government. It is also required of the aforesaid mutsmddies, &c., that having acknowledged the said person zemindar of that pergannah, they consider him as invested with the powers and duties appertaining to that station. Regarding this as obligatory, let them deviate not therefrom.

A. CALDECOTT,  
*Deputy Persian Translator.*

*"Form of a zemindary mukulka executed in the time of Akber Shah."*

"Whereas the office of zemindar of pergannah \_\_\_\_\_, in sircar \_\_\_\_\_, belonging to chuklah \_\_\_\_\_, dependent on the Soobah of Bengal, has been bestowed on me from the commencement of the year \_\_\_\_\_, on condition of my paying \_\_\_\_\_ mohurs, I, who am \_\_\_\_\_, of my own free will and accord, enter into this agreement and obligation, that, having performed with propriety the duties incumbent upon my station, I will not be deficient in the smallest degree in diligence and assiduity; but observing a conciliatory conduct towards the inhabitants, and exerting myself to the

parties. The sentiments of Europeans have still less pretensions, and are indeed various and contradictory in the extreme. In conclusion, we think it necessary to remark that, in speaking of the usage and custom of this country, we intend uniformly the ancient form and constitution of the Mogul Government."

## APPENDIX No. 2.

*Extract of a letter from the Committee of Revenue to the Governor General and Council, dated the 18th April 1786.*

Appendix

No. 2.

Extract of  
letter from the  
Committee of  
Revenue,  
dated 18th  
April, 1786.

"In our address of the 27th ultimo, in conformity to your orders, we submitted to your Honorable Board what we deemed the completest evidence in support of our unanimous opinion

utmost in furnishing and expelling the refractory and disaffected, pay my revenues into the treasury at the stated periods. I will encourage the ryots in such a manner that signs of an increased cultivation and improvement of the country may be daily visible. I will keep the high roads in such repair that travellers may pass and re-pass without molestation and in perfect security. I will admit of no robberies or murders within my zemindary; but (which God avert) should any person be robbed, or plundered of his property, I will produce the thief with the stolen property; and after restoring the latter to the rightful owner, I will consign the former over to punishment; and in case of failure in producing the offending parties, I will myself make good the stolen property. I will take care that no one within my zemindary offends against the established laws and regulations. I will moreover transmit the accounts that may be required of me to the Huzzoor, with my own and the amoongoes' signatures affixed to them; and after having completely paid up the revenues of the whole year, I will take credit for the *muzcoorat* agreeably to custom. Finally, I will abstain from the collections of any of the *Abwab* that have been abolished, or prohibited by Government. I have accordingly given this paper as a muchulka or obligation, that recourse may be had hereto when occasion shall require.

A. CALDECOTT,  
*Deputy Persian Translator.*"

that the soil undoubtedly belongs to the Government, not to the zemindars. But until this opinion be confirmed or rejected by the Honorable Board, we shall be left without a fundamental principle for our guidance, whether in the mode of realizing the balances, or in making the new settlement; because, supposing, as we have declared, the exclusive right to be in Government, then the obvious mode of recovering balances would be in every case by a confiscation of the private property of the defaulter, not by a sale of the lands which he holds only in trust, as the agent or officer of the State, and which by the terms of his commission he would forfeit by such mismanagement. So also, at the ensuing settlement, should any zemindar contumaciously refuse to renew his engagements with Government, upon equitable terms, a

*A zemindar's Hazerzaminy (or security for his appearance) granted in the time of Akber Shah.*

"Whereas the office of zemindar of pergannah ———, in sircar ———, belonging to chuklah ———, dependent on the Soobah of Bengal, has been given to ———; I having become security for his appearance engage and bind myself that in case the aforesaid person should abscond, I will produce him; and in the event of my not being able to do so, I will be responsible for his engagement. I have therefore written these few lines in the nature of a hazerzaminy, that they may be called for when necessary.

A. CALDECOTT,  
*Deputy Persian Translator.*"

In Mr. Grant's publication, entitled *an inquiry into the nature of zemindary tenures in the landed property of Bengal, &c.* (page 12), after noticing the opinion expressed by the Committee of Revenue in their letter of the 27th March 1786, as unanimously given, "after the most mature consideration of sunnuds, records, practice, and local information, that the zemindars had neither proprietary nor heritable rights to the lands they held under the constitution of the Moghul Government; but that their tenures were merely temporary and official in terms of their respective grants," he adds— "The Board appear, however, to have mistaken, for a regular deed of the native exchequer, the form of the annual *bundobusti sunnud*, devised by the

ready alternative presents itself in the appointment of some other to his office, instead of recurring to the pernicious expedient of farming, or to the very uncertain one of a khas collection. We therefore most urgently solicit your Honorable Board to favor us with a speedy decision upon this question."

## APPENDIX No. 3.

*Extract from an Historical Analysis of the Revenues of Bengal, compiled by Mr. James Grant.*

After noticing a work recently published by Mr. Francis, and entitled "original Minutes of the Governor General and Council, 1776, with a plan for the settlement of the Revenue of Bengal, &c.," and mentioning it as "a work replete with local

Appendix  
No. 3.

*Extract from  
Mr. Grant's  
Analysis of the  
Revenue of  
Bengal.*

"Company's Superintendent of the Khalsa in 1777, and intended to serve as a substitute for the old permanent constitutional form of zemindary appointments, which unfortunately being declaratory of the investiture of an office, with exaction of the collected yearly rents, and certain other civil or financial services, was the cause of great embarrassment, for, if referred to, it must necessarily refute the new doctrine that represented the occupants to be landholders, and as such had exempted them from the jurisdiction of the Supreme Court during the contest with the local Dewanny Government." But however applicable part of the reasoning of the Committee of Revenue may be to the annual settlement with a zemindar for the revenue of his zemindary, by virtue of which he received an *Amilnamak*, or bundobustee sunnd according to the form adopted in 1777, and exhibited by Mr. Grant, in No. 5 of his Appendix, as the *Form of a Bundobustee sunnd to be given to those zemindars with whom a settlement is made for their own zemindaries*, it is impossible that Mr. Cowper, who appears, from the proceedings of the Committee of Revenue, to have prepared their report on the rights of zemindars, could have made the mistake supposed by Mr. Grant. The zemindary sunnuds referred to in that report were those given in the reign of Akber, and under the Company's Government, on the succession of a zemindar, and no mention is made in it of the *Bundobustee sunnd* which was usually denominated the *Amilnamak*, or authority to manage and receive the rents of the estate under a settlement with Government for the public revenue. Mr. Grant was further himself mistaken in his

information, and the soundest political doctrines when applied to the finances, or the state of civil society in Europe, though entirely foreign to the circumstances of this country in many fundamental points," the following observations are added by Mr. Grant :—"First, the grand material difference between us is on the nature of landed property." It is positively affirmed on the one side "that the lands of these provinces are not the property of the East India Company as sovereign representative, but of the zemindars and other classes of the natives, who owe nothing to Government but a fixed portion of the net produce," indifferently described in other parts of the work under the denomination of a quit rent, tribute, or land tax. This is declared to be "the main hinge on which the whole argument for the proposed settlement turns," and the author's deductions will be found to flow regularly from that position. But it must at the same time, in justice, be observed that it is the principle of this doctrine, as thought essential to the public interest, that seems to influence the ready belief of its constant admission into the system of Moghul legislation rather

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strange supposition that the bundobustee sunnud prepared by the superintendent of the Khalsa, and approved by the Governor General and Council in 1777, was intended to serve as a substitute for the old permanent constitutional form of zemindary appointments; or, in other words, for the *zemindary sunnud*, also called the *derwane sunnud*, given to the principal zemindars on the original grant of a zemindary, or on any subsequent succession. Sunnuds of this description were still granted, according to established usage, subsequently to the year 1777, when applied for by the legal heir, or other rightful successor to zemindaries, independently of the amilnaamah or bundobustee sunnud, which, as observed by Mr. Grant in his concluding remarks on this instrument, "being only for the annual settlement of the revenue, was to be renewed accordingly every year." It appears extraordinary that his knowledge of this fact did not lead him to detect the error of the supposed substitution.—J. H. H.

than any solid proofs of the fact, from what can be deemed incontrovertible evidence, either official, written, or circumstantial; for, agreeable to an established European maxim, involving, however, a distinct secondary question, it is inferred that the proprietary uses of the soil would be incompatible with the actual sovereignty, and that a mind impressed with such a notion might not be open to conviction, though the point of right were otherwise determined by authority. On the other hand, in the political disquisition delivered into the Board in December 1784, relative to the northern circars, and to which I must beg leave frequently to refer when treating on the subject of Indian finance in general, the very reverse of the foregoing proposition, in its more important as well as subsidiary affirmations, is formally set forth as incontestable on substantial specific grounds, admitting of an immediate, final or determinate issue. The sovereign ruler in all parts of Hindooostan, if not through the whole of Asia, unless it be in the Russian dominions, is declared to be the sole virtual proprietor of the soil, not in the European feudal acceptation of the term, agreeable to which it hath lately been attempted to be qualified, implying a fictitious tenure as lord paramount, from whom all lesser holdings are supposed to be derived by every class of subjects, but in right and fact the real acting landlord, entitled to, and receiving from, the ryots or husbandmen a certain portion of the gross yearly returns of the country in money or kind, fixed on a medium in Bengal at one-fourth of the whole produce, according to a pecuniary estimation made about the year 1582, soon after the establishment

of the Moghul Government under Akber, and continued thence without any deviation in the principle down to the present time, though it is much to be feared, the iniquitous practices of Indian landholders may have clandestinely extended that original equitable standard. It is further advanced as incontrovertible that the zemindars, or the classes of natives hitherto considered the rightful proprietors of the lands, are actually no more than annual contracting farmers or receivers of the public rents, with stated allowances in the nature of a commission on the receipts, and a small estate or portion of their territorial jurisdictions set apart for constant family subsistence, whether in or out of office, but never exceeding, in the whole, by an universal prescriptive law of the Empire, ten per cent. on the Mofussil collections ; and that to alter, or otherwise define, these fundamental, implicitly acquiesced in rules of financial jurisprudence in India, ascertaining the nature of civil tenures, the established mode of levying, and actual amount of the rental or yearly assessment of the land, would be no less impolitic, useless, and dangerous in respect to probable future consequences than unconstitutional, unnecessary, and a wanton sacrifice of the dearest, most essential, interest of Government in the present moment.

"The speculative opinion involved in this proposition will be subject to cavil, and can only be determined by reference to past experience, still to be unfolded to the world, or perhaps after all inapplicable partly to actual circumstances. But as to the mere matter of fact, here we must join issue. A question of the highest rights of sovereignty of

subjects, or in property, is depending ; and though we do not take our departure from the same point, it is but fair that we should start, as nearly as possible, on equal terms, in the same instant ; or, in plainer words, that the burthen of proof should not rest entirely on the one side, while bare assertions may have been admitted on the other without previous investigation. Our different principles being then explicitly laid down or avowed, and the arguments in support of both, with respective proofs or illustrations, being free for public examination and discussion, while the important object is one and the same, a candid ultimate decision may be the immediate result of an authoritative enquiry on the spot, to which I can anticipate the ready acquiescence of the author of the plan, even with the more assurance, that he seems to refuse in advance his assent to the practical inferences of secondary consideration, to be drawn from what, in this understanding, would be an unfavorable determination on the simpler points of fact. The parties eventually, and most interested on this occasion, compose the three principal orders of men in every subordinate State, the representative ruler, the landholders, technically or locally understood, and the whole body of husbandmen. To define the rights and privileges of the zemindars, &c., of India, forming the only intermediate class of territorial subjects existing between the Prince and Peasantry, would be, in truth, to distinguish also those of the two latter descriptions of persons, by marking the common boundaries of all in the chain of mutual dependence, and where alone they are capable of limitation, the higher extremes of despotism and

the lowest of slavery being ever alike indefinite. Something like this, however, has been attempted in the political survey of the circars before referred to, and may again be loosely taken up in the present disquisition; but, as we are persuaded that so great and powerful a body of people, such as the more eminent landholders of Bengal, particularly those styled Rajahs, who have been compared in dignity with the feudatory Princes of the German Empire in Europe, can never want special, able, and more agreeable advocates to plead their cause, particularly while they are suffered to administer, with uncontrolled authority, the unascertained revenues of their ample jurisdictions; so in this essay we mean rather to apply our reasoning to explain the immunities and relative situation of both the other corporate members of the community.”\*

#### APPENDIX No. 4.

Appendix  
No. 4.  
Extract of a  
Minute from  
Mr. Macken-  
zie, member of  
the Committee  
of Revenue.

*Extract from Mr. MACKENZIE's Minute, recorded  
on the proceedings of the Committee of Revenue,  
dated the 27th March 1786.*

The latter part of this query, relative to the rights of zemindars, involves a question of the first magnitude and importance, and of which the sovereign alone, in a despotic State, is competent to decide, because it goes to ascertain the limits of his power in defining the rights of his subjects. The Company, in my opinion, possess equal rights to those formerly held by the Emperor, under the

\* See the whole of Mr. J. Grant's *Analysis of the Finances of Bengal* (from the introduction to which the extract annexed to Mr. Shore's Minute is taken) in the Appendix to the Fifth Report of the Select Committee 1812, No. 4.

ancient constitution of the Moghul Government; consequently their will, with respect to zemindary tenures, is absolute, and it rests with them alone to make, explain, and execute the law. I am extremely concerned, therefore, that the question has been formally proposed to any class of natives of this country. The imperial dewan of the Soobah is not only the first in dignity and power in matters of finance, possessing the most unlimited sway and control over the whole body of zemindars, their offices, and territorial jurisdiction, but is virtually, in right, form, and fact, the sole arbitrary judge of what belongs to the crown and landholders, in matters of revenue, issuing and cancelling, at pleasure, all sunnuds or writs of tenure, until the Emperor's final decree be obtained, and actually the only person in the province, allowed to be the least capable of declaring what the *Ruajul Mook*, or custom of the country, is or should be, respecting the privileges or immunities of all subjects of the State, paying their rents into the royal treasury.

## APPENDIX No. 5.

*Translation of a Firman from the Emperor AALUM-GEER to RUSHIK DASS.*

Appendix  
No. 5.

Translation of  
a firman from  
the Emperor  
Aalumgeer to  
Rushik Dass.

"Our mind being very intent in promoting the cultivation and improvement of the country, and contributing to the welfare of all classes of people, we have been induced to institute inquiries into the present state of the administration, both in the districts appertaining to the royal exchequer, and in the lands of the *Tygooldars*.\* From the

\* Members of the Royal family holding land in Jageer, denominated *Ty gool*.

report of our officers, it appears that in all the districts of our Empire the ameens (collectors of the revenue) are in the practice of assessing the greatest part of the villages in a fixed sum at the commencement of the year (*Tushkhees*), forming their calculation upon the estimated produce of the whole year, the quality of the land, and the ability of the ryots; and taking into consideration also the near approach of the season, with other local peculiarities. That in certain places, where the ryots are averse to this system, they fix their assessment (*Jumma*) by measuring the crops, or estimating the amount of the actual produce (*Kunkoot*); and that in some few villages, the ryots of which are in a state of poverty, they exact an half or third, or two-fifths of the produce in kind. That at the end of the year, according to custom, they transmit to the Royal Dufter the gross account of the settlement in money (*loomar jumna nucdee*), under their own attestation, and that of the crories, and under the signature of the chowdries and canoongoes. It does not appear, however, that there has been transmitted any account of the lands of each pargannah, and the quantity cultivated, or any particular statement of the Khurreef and Rubbee crops, distinguishing the proportion which the most valuable articles of cultivation bear to the inferior sorts, or any comparative account of the present crops, with those of the former year, nor any register of the number of cultivators (*Muzarran*) in each village, whether farmers (*Moosajiran*), ryots, or others, by means of which a judgment may be formed of the actual state of each mehal or division, and the grounds on which the mutsud-

dies grant deductions from the settlement, under the pretence of losses arising from drought, cold, or the cheapness of grain. By paying a proper attention to the state of the cultivators and cultivation of each village, and discharging their duty with ability, so that all lands, capable of being rendered productive, may be brought into a state of cultivation, and yield their full produce, the districts will become fruitful, and the ryots be rendered easy in their circumstances; and such will be the increase of cultivation, that should any calamity befall the country, the destruction of a part of the crops will not be so severely felt. It is our order, therefore, that you make yourself acquainted with the particulars relating to each village, in the pergunnahs of your dewance and ameenee jurisdiction, and that you ascertain the quantity of land capable of cultivation, specifying what is actually cultivated, and how much remains un-tilled, what quantity of the most valuable articles (*jins-i-kamil*) is produced, and the reason why any part of the land is neglected. You will likewise ascertain the proportion of the produce collected during the administration of Toorenmul, the dewan of the Emperor Akber, and whether the duties (*sayer*) on merchandise, &c., are the same as were formerly levied, or whether they have been increased since the present reign. You will also ascertain the number of villages that are cultivated, and how many are desolate, with the cause of their being so neglected. You will exert yourself in bringing the latter into a state of improvement, and in cultivating such lands as are capable of being rendered productive, by entering into equitable engagements, and

strictly adhering to them. You will also endeavour to promote the cultivation of the most valuable kinds of grain. Wherever the wells have become useless, you will cause them to be repaired, and also new ones to be dug, being careful to assess the revenue to be collected from them in such proportion as will leave the ryots an equitable share of the produce. You will collect the revenues of Government at the period when they become due, but suffer no oppression to be exercised on the ryots. You will annually transmit registers, containing an account of the number of cultivators in each village, the quantity of lands cultivated and uncultivated (specifying whether it be watered by wells or by the rain), the proportion which the valuable articles of cultivation bear to the inferior kinds, the present stock of the implements of husbandry and other requisites for tilling productive land, the number of desolate villages that have been brought into a state of cultivation, and the particulars of any new assessment,\* with the amount realized from them in the course of the year.

"The following regulations are transmitted for your guidance; and you will consider them as in force from the *Khureef* harvest of the year *Neelan Eel*, being the eighth of the present reign, and you will likewise issue orders to the aumils of the jageerdars, enjoining them to collect the rents in the mode therein prescribed. *First*.—You will not receive the chowdries and aumils in private, but order them to attend in the dewan, or public

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\* *Uz dustoor ool amul i-sabic ooncheh zeeabeh mocurrur gushteh.* What has been established above the former rule,

hall of audience. You will direct that the inferior ryots have free access to you at all times, in order that they may become acquainted with you, and may represent their wants without being obliged to have recourse to the mediation of another. *Second.*—You will enjoin the aumils to ascertain, at the commencement of the year, the number of ploughs and the quantity of land in each village; and, if the ryots are present, to urge every one, according to his ability, to increase the quantity of their seed, in order that the cultivation may exceed that of the former year, and also induce them to forsake the inferior kinds of grain (*jins i-adna*) for the superior (*jins i-aâla*). If any of the ryots shall have absconded, let the aumils inquire the cause, and prevail upon them to return. Let them likewise invite the husbandmen (*Kishawurzan*) of the neighbouring countries to come and settle in their districts, and give them forest land (*bunjur*) to clear, upon such terms as will induce them to restore it to a state of cultivation. *Third.*—You will enjoin the auncens, deputed into the different pergannahs, to ascertain the produce (*monjoodat*) of each village, and the quantity belonging to each cultivator, and to assess them in such proportion as will be advantageous to Government, and at the same time easy to the ryot, after which, let them transmit the particulars of the settlement (*Doul Jumma*) to the Royal dufter. *Fourth.*—When the settlement is completed, you will enjoin the aumils to collect the dues of Government at the period fixed for paying each instalment, and not to suffer any balance to remain outstanding. Should any part of the first list, or instalment be uncollected, you will realize

it with the second, and in the third kist you will collect the amount due for the whole year. *Fifth.*—Let them collect the balances of former years by instalments proportioned to the ability of the ryots, and urge the ryots to discharge them at the periods agreed on. You will superintend the realizing of these balances yourself, in order that they may not be suspended by the connivance or negligence of the aumils. *Sixth.*—When you enter upon a survey of the pergunnahs in every village through which you pass, you will observe the appearance of the crops, the quantity they will yield (*reeâ*), and the ability of the ryots, and take into consideration the amount of the jumma or settlement, in order that you may ascertain whether each individual has been equitably assessed. Should it appear that the chowdries, the mocuddums, or the putwarries have been guilty of any frauds, you will console the ryots and do them justice, and oblige the oppressors to refund their embezzlements. You will form the settlement of the present year, and make your estimate of the assets with fidelity and accuracy, and transmit the particulars to the presence, in order that we may be enabled to judge of the wisdom of your conduct, and of the knowledge and ability of the aumeens. *Seventh.*—You will continue such *Inaum* and *Nankar* as has been confirmed by the former khalsah administrations, and if our aumils have made any addition to it, you will ascertain what amount they have fallen in balance from the time of the grant of the jageers in assessment, and what sum they have received deductions for on account of deficiency of assets, or calamities, and if the amount shall appear exorbitant, you will

cause such recent addition to be resumed, or discontinue the whole in future, till such time as they shall have restored their pergunnahs to their original state, when you will transmit an account of the same to the presence that rewards may be bestowed on every one according to his merits. *Eighth.*— You will direct that Sicca Rupees, of the reign of Alumgeer, be paid into the Treasury; but should they not be procurable, you will receive such rupees of the reign of Shah Jchan as are current in the markets, levying a cess for the difference of exchange between them and siccas. You will on no account receive into the Treasury rupees short of weight. But if any delay shall arise in the collections from sending the rejected rupees to the bazar, you will deduct the amount of the actual deficiency (from the ryots), and cause them to be exchanged in your own presence. *Ninth.*—If (which God forbid) any calamity, whether proceeding from a divine or human cause, should beset the country, you will enjoin the aumeens and aumils to preserve with care such part of the crop as may be saved, and having ascertained the amount with accuracy, to form the settlement upon the Hus-ta-hood or present assets, not subject them to a second calamity by leaving the adjustment to the canoongoe, chowdries, mocuddums, and putwarries, but see that justice is done to the ryot, and that he is protected from loss, and that the dishonest be debarred from embezzlement. *Tenth.*—In order to prevent deviations from the pottahs, the levying of undue charges, and other forbidden cesses by which the ryots are oppressed, you will cause the aumeens, aumils, chowdries, canoongoes, and mocuddums, to

enter into written engagements, binding themselves to refrain from collecting more than the amount specified in the pottahs, or levying any of the prohibited cesses. Should any one attempt to revive these practices, and refuse to desist upon the receipt of your orders, you will report their disobedience to the presence that they may be dismissed from their employments, and others be appointed in their room. *Eleventh.*—You will cause the Hindoo accounts to be translated into Persian, in order that you may ascertain the *Majh* and *Bebree* levied on the amount of the settlement, and all other charges and douceurs that have been exacted from the ryots; and whatever may be the amount, you will cause it to be inserted in the Treasury accounts, and debit the aumceens, aumils, zemindars, &c., for such part of it as they may have appropriated to their own use. You will endeavour to obtain the original gross accounts (*kaghuzikham*) of every village in each pergunnah, and cause them to be translated; and should there be some few villages, the accounts of which you cannot procure, owing to the absence of the putwarry, or any other cause, you will estimate their produce by an average calculation of that of the other villages, and enter the amount so estimated in the *Toomar* or rent-roll. Let it be the business of the dewan to keep the Toomar or rent-roll, being careful that it is drawn out according to the established forms; and whatever the aumils, chowdries, canoongoes, mocuddums, and putwarries have appropriated to their own use beyond their authorized perquisites, let him oblige them to refund the amount. *Twelfth.*—You will transmit an account

of such aumeens, crories, and treasurers who continue to discharge their trust with fidelity, and regulate their conduct according to the above directions, in order that they may receive the rewards due to their integrity and good conduct.

You will also particularize those who adopt the opposite line, in order that they may be removed from their offices, and called to account, and receive an adequate punishment for their mal-administration.

*Thirteenth.*—You will be careful that the accounts and papers are regularly made out, and brought up at the proper periods. Wherever you reside, you will cause an account (*roz-namcheh*) to be kept of the daily receipts of the revenue from the land, and the duties on merchandize, and the price currents of the different kinds of grain. You will direct the daily accounts of the collections, and the amount collected, to be transmitted from the pergunnahs at the end of fifteen days, the cash account of the treasurer, and the statement of receipts and balances, at the conclusion of every month; and the toomar jumma, the moojnil or abstract, the jummabundy or settlement, and the receipts and disbursements of the treasurer at the expiration of each harvest; and having obliged the aumils to refund whatever may have been improperly disbursed, you will transmit the whole to the presence. You will further be careful not to allow the accounts of one harvest to remain unclosed until the arrival of another.

*Fourteenth.*—You will receive the accounts from such aumeens, aumils, or treasurers as may have been removed, and after carefully scrutinizing into them, oblige them to refund such sums as have been improperly

charged. You will then transmit an account of the sums so recovered from the person dismissed to the royal offices, that he may receive an acquittal from the master. *Fifteenth.*—You will transmit the dewanee accounts (*Nooskhah-i-dewanee*) according to custom, at the end of each harvest, completely adjusted and authenticated with your own seal and signature." At what period this ordinance was issued I cannot ascertain at present. It is found in a variety of Persian manuscripts.

### J. SHORE.

Appendix  
No. 6.  
Assessment  
of Bengal in  
1582.

### A P P E N D I X No. 6.

*Assessment of the Soobah of Bengal, made by Toorenmu'l,  
A. D. 1582.\**

Khalsh Lands ...	... Sircars 19; pergunnahs 682;	Rs. 63,44,260
Jageer Lands ...	... (interspersed in the above districts)	„ 43,48,892
Toomar Jumma of the Emperor Akber,		Rs. 1,06,93,152

And in 1658 *Assessment of the Soobah of Bengal, made by Sultan Sujah,  
A. D. 1658.*

#### KHALSH LANDS.

Khalsh Lands, according to the assessment of Tooren- mu'l, Sircars ...	19, perghs. 682	Rs. 63,44,260
Increase on the said lands, in consequence of a new Hus- ta-bood made by Sultan Sujah, comprised in minute, pergunnah sub-divisions ...	" 361	9,87,162

73,31,422

#### KHALSH ANNEXATIONS.

From the side of Orissa (rated according to an original jumma khurch obtained in Orissa for the Aumily year 1112, or A. D. 1707).	Carried over ..	73,31,422
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\* Taken from Mr. Grant's Analysis. It is exclusive of five Sircars of Orissa then annexed to, but afterwards dismembered from Bengal.

			Rs.	Rs.
	Brought forward		73,31,122	
Goculparah (part) ...	sircars 1	perghs. 3	1,11,609	
Maljetehu ditto	... 1	... 17	1,89,432	
Muscoory	... 1	... 4	25,285	
Jellnory	... 1	... 7	53,901	
Runnah	... 1	... 3	23,272	
Bustah	... 1	... 4	12,422	
			38	4,15,921
			4,15,921	

From the side of Asham  
(rated according to an ac-  
count formed at the com-  
mencement of the present  
century),

Kooch Behar	... 1	... 216	3,27,794
Bengal Bhoom	... 1	... 2	1,37,728
Deccan Kole	... 1	... 3	27,821
Dhilky	... 1	... 2	6,126
Kamroop	... 1	... 3	31,151
			256
			5,30,920

## ODYPORE, &amp;c.

Odypore	1	... 4	99,860
Morad Khana	... 1	... 2	8,154
			1,08,314
	2	6	
Peskuish	... 1	mehals 5	59,146
Altint	... 1	" 2	3,21,322
			14,35,593
Sircars	... 34 perghs. 1,350		87,67,015
Jageer	ids as in the reign of Akber	... ..	43,18,892

Total improved assessment of  
Sultan Sujah, Dauns, 52,46,36,280, or Rs. 1,31,15,907\*

## APPENDIX No. 7.

*Abstract account of the settlement of Bengal, including Jageers, Assess-  
from the Bengal year 1107, to the Bengal year 1128, in- of Bengal  
clusive; or from An. Dom. 1701 to 1721.*

	Rs.	A. G. C.
Amount assessment of 1107, or A. D. 1700	1,18,00,125	12 0 1
Deduct decrease in 1108	80,584	6 8 0
	1,17,28,541	5 18 1
Net increase in ditto	3,21,447	15 9 3
1108 or A. D. 1701, total assessment	1,20,49,989	5 8 0
Net increase	4,20,262	9 3 2

\* See further details of the assessment of Sultan Sujah, as settled in 1658, in Mr. Grant's Bengal Analysis.

		Rs.	A. G. C.
1109 or A. D. 1702, total assessment	...	1,24,79,251	14 11 1
Net increase	...	61,767	0 17 1
1110 or A. D. 1703, total assessment	...	1,25,41,018	15 8 2
Net increase	...	1,14,650	0 12 0
1111 or A. D. 1704, total assessment	...	1,26,55,569	0 0 2
Net increase	...	13,500	13 16 3
1112 or A. D. 1705, total assessment	...	1,26,69,069	13 17 1
Net increase	...	740	5 0 2
1113 or A. D. 1706, total assessment	...	1,26,69,809	2 17 3
Net increase	...	6,838	1 13 0
1114 or A. D. 1707, total assessment	...	1,26,76,647	4 10 3
Net increase	...	206	1 19 1
1115 or A. D. 1708, total assessment	...	1,26,76,853	6 10 0
Net increase	...	718	2 16 2
1116 or A. D. 1709, total assessment	...	1,26,77,571	9 6 2
Net increase	...	1,152	13 19 0
1117 or A. D. 1710, total assessment	...	1,26,78,724	7 5 2
Net increase	...	7,21,450	8 17 3
1118 or A. D. 1711, total assessment	...	1,31,00,175	0 3 1
Net increase	...	26,763	0 9 2
1119 or A. D. 1712, total assessment	...	1,34,26,938	0 12 3
Net increase	...	1,33,149	14 15 2
1120 or A. D. 1713, total assessment	...	1,35,70,087	15 8 1
Net increase	...	1,429	10 4 3
1121 or A. D. 1714, total assessment	...	1,35,71,517	9 13 0
Net increase	...	3,08,030	10 13 1
1122 or A. D. 1715, total assessment	...	1,38,79,548	4 6 1
Net increase	...	59,852	12 15 2
1123 or A. D. 1716, total assessment	...	1,39,39,401	1 1 3
Net increase	...	88,394	0 11 1
1124 or A. D. 1717, total assessment	...	1,40,27,795	1 13 0
Net increase	...	2,074	7 6 0
1125 or A. D. 1711, total assessment	...	1,40,20,869	8 10 0
Net increase	...	483	10 16 3
1126 or A. D. 1719, total assessment	...	1,40,30,353	3 9 3
Net increase	...	60,973	9 14 3
1127 or A. D. 1720, total assessment	...	1,40,91,326	13 4 2
Net increase	...	17,867	15 9 3
1128 or A. D. 1721, total assessment	...	1,41,00,194	12 14 1

*Abstract of the particulars of the increase from 1107 B. S. or  
A. D. 1701, to 1128, or 1721, inclusive.*

		Rs. A. G. C.
Increase	... ... ... ... ...	21,23,351 15 9 3
Forah	... ... ... ... ...	57,627 2 17 2
Butta	... ... ... ... ...	21,518 0 2 3
Nuzzerannah	... ... ... ... ...	62,049 4 14 2
Abwaub Foujdarry	... ... ... ... ...	49,126 13 0 2
Price of Articles	... ... ... ... ...	23,321 2 11 0
Profit on Cowries...	... ... ... ... ...	52,658 15 0 0
Total increase	... ...	<hr/> 23,80,653 6 16 0
Assessment of 1107	1,18,09,125 12 6 1	.
Deduct decrease in 1108	80,584 6 8 0	<hr/> -
		1,17,28,551 5 18 1
		<hr/> 4,11,09,194 12 14 1

## HARINGTON'S ANALYSIS.

Particulars of the Increase stated in the abstract.

CHIECKLAHNS	Increase supposed to be on the Huse-and-Bood.	Hoondewan.	Dastoor Zeminary	Kissoon on Abwab	Serial, being the Transfer of the Jaggers	Lowazmeh.	Total.	R-. A. G. C	R-. A. G. C	R-. A. G. C	R-. A. G. C
								Rs. A. G. C.	Rs. A. G. C.	Rs. A. G. C.	Rs. A. G. C.
Morshedabad	... . . . .	5,13,451 9 8 3	... . . . .	... . . . .	... . . . .	16,845 10 5 0	3,78,947 7 12 0	48,610 3 16 1	16,845 10 5 0	16,250 14 10 0	2,27,250 12 4 1
Hoghly	... . . . .	1,76,619 13 19 1	23,415 1 15 0	... . . . .	10,584 11 0 0	6,112 8 14 2	55,190 4 6 1	... . . . .	10,584 11 0 0	6,112 8 14 2	55,190 4 6 1
Jessore	... . . . .	9,320 7 9 1	15,110 4 11 2	... . . . .	24,416 15 15 0	... . . . .	... . . . .	... . . . .	24,416 15 15 0	... . . . .	... . . . .
Bhoonah	... . . . .	53,491 2 3 2	2,318 12 0 0	810	72,755 1 5 1	1,694 4 0 0	1,30,879 3 8 3	... . . . .	72,755 1 5 1	1,694 4 0 0	1,30,879 3 8 3
Akbernugur	... . . . .	63,942 15 9 1	20,859 11 15 0	... . . . .	63,905 11 10 0	2,965, 0 17 0	1,50,860 13 5 3	... . . . .	63,905 11 10 0	2,965, 0 17 0	1,50,860 13 5 3
Islamabad	... . . . .	14,946 4 10 0	... . . . .	... . . . .	11,105 2 18 0	... . . . .	25,951 13 8 0	... . . . .	11,105 2 18 0	... . . . .	25,951 13 8 0
Bunder Balasore	... . . . .	28,705 9 13 0	... . . . .	... . . . .	... . . . .	... . . . .	29,705 9 13 0	... . . . .	... . . . .	... . . . .	29,705 9 13 0
Hijles	... . . . .	37,955 15 10 1	... . . . .	... . . . .	6,068 12 12 3	2,312 11 1 10	43,336 8 10 0	... . . . .	6,068 12 12 3	2,312 11 1 10	43,336 8 10 0
Gurree Barree	... . . . .	33,589 7 18 1	... . . . .	... . . . .	... . . . .	... . . . .	33,589 7 18 1	... . . . .	... . . . .	... . . . .	33,589 7 18 1
Jehangirnagur	... . . . .	68,580 12 6 0	5,336 2 3 0	... . . . .	3,472 2 4 3	1,50,358 0 18 1	2,17,777 1 1 0	... . . . .	3,472 2 4 3	1,50,358 0 18 1	2,17,777 1 1 0
Goraghat	... . . . .	122,605 6 5 1	17,373 11 12 0	18,488	... . . . .	1,16,644 13 11 1	6,612 0 10 0	... . . . .	1,16,644 13 11 1	6,612 0 10 0	2,81,929 2 18 2
Burdwan	... . . . .	194,551 12 5 2	... . . . .	... . . . .	66,038 12 6 0	64,528 6 4 1	3,25,418 14 17 2	... . . . .	66,038 12 6 0	64,528 6 4 1	3,25,418 14 17 2
Sylhet	... . . . .	7.....	.....	.....	.....	.....	16,369 9 15 0	.....	.....	.....	16,369 9 15 0
Total	...	13,09,680 6 3 3	84,493 15 9 2	19,298	3,472 2 4 3	5,73,106 3 41 1	11,17,101 8 4 1	21,23,386 12 14 1	13,09,680 6 3 3	84,493 15 9 2	19,298

## APPENDIX No. 8.

*Extracts from a narrative of the transactions in Bengal, during the Soobahdaries of Azeem-us-shan, &c., translated by Mr. Francis Gladwin, and published in Calcutta, 1788.\**

Page 43.—Subahdary of Moorshed Kuly Khan commonly called Jaffer Khan.

Appendix  
No. 8.

Extracts from narrative of transactions in Bengal during Soobahdaries of Azeem-us-shan, &c. Government of Moorshed Kuly Khan, also called Jaffer Khan, 1713 to 1726.

"For the purpose of making a fuller investigation of the capacity of the lands, he ordered the zemindars into close confinement, and put the collections into the hands of Bengally aumils, who executed Tahuds and Mochulkas. The revenues were paid immediately into the exchequer by these aumils; the zemindars being deprived of all interference in the receipts and disbursements. When he had thus entirely dispossessed the zemindars from the management of the collections, his aumils and their officers made an actual measurement of all the lands in cultivation, as well as of those called *Benjer*, and obtained information of the ability of every husbandman in every village throughout the soobah. To those who were so distressed as to be unable to purchase the necessary implements of husbandry, or grain to sow their land, he advanced tuckavy, and by this humane attention to the wants of individuals, cultivation was increased, and the revenues, consequently, augmented. He made an exact *Hus-ta-bood*, or comparative statement of the collections of former years with the present, and conformably thereto, his aumils collected the produce of every harvest immediately from the hus-

\* The original was written by order of Mr. H. Vansittart, when he was Governor of Bengal.

bandmen. He resumed all the extra expenses of the zemindars, and gave them a *Nankar* barely sufficient for a subsistence. Thus, by the augmentation of the revenues, by his attention to the sayer or duties, and by considerable retrenchments in the expenses of every department, he brought prodigious sums into the treasury."

*Page 56.*—“Moorshed Kuly Khan continued to make the collections through his aumils, by displacing the zenindars, with a few exceptions, when he found them worthy of trust and confidence. He admitted of no charges of *sebundy*, nor for the maintenance of an army. Two thousand cavalry and four thousand infantry were sufficient for all his purposes. Nazir Ahmed, who had been originally a foot soldier, was able to enforce payment of all the revenues of Bengal. The regulations and orders of Moorshed Kuly Khan were so absolute that the most refractory trembled in his presence, and his commands so implicitly obeyed that it was sufficient to send a foot soldier to sequester a zemindary, or punish an offender, at the greatest distance. He did not allow the inferior zemindars even public access, neither did he permit the Rajahs, or any of his own officers, to be seated in his presence.”

*Page 58.*—“He prohibited all zemindars and Hindoos from riding in palkees, and allowed them to make use only of straight bamboos for their chowpalas.”

*Page 59.*—“He put strict mohussils over the mutsuddies, aumils, canoongoes, and their officers, and confining them in the cutcherry, or in the

dewan-khana of chchelsetoon,\* where they were refused victuals and drink, and not suffered to perform the other necessary calls of nature. Hir-carrahs were also employed to discover if any of the mohussils were bribed to allow them even a drop of water; and they were sometimes kept in this manner so many days as to be brought to the point of death, and reduced to skin and bone. If their servants brought them any sustenance with the connivance of the mohussils, if discovered, they were seized by the hirearrahs and severely punished. To these severities were added the cruelties of Nazim Ahmed. He used to suspend the zemindars by the heels; and after rubbing the soles of their feet with a hard brick, bastinado them with a switch. In the winter he would order them to be stripped naked, and then sprinkled with water; and he used also to have them flogged till they consented to pay the money. Moorshed Kuly Khan employed none but Bengally Hindoos in the collection of the revenues, because they are most easily compelled by punishment to discover their malpractices, and nothing is to be apprehended from their pusillanimity. When he discovered that an aumil or zemindar had dissipated the revenues, and then falling in balance, was unable to make good the deficiency, he compelled the offender, his wife, and children to turn Mahomedans."

*Page 68.—“Seif Khan being appointed Governor of the province (Purneah) with the most absolute powers, expelled from the zemindary of Beer-nagur the son of Beer Sah, who had rebelled, and*

\* Literally *forty pillars* the Nawab's palace at Moorshedabad

opposed him in arms in several actions. He followed the example of Jaffer Khan, and imprisoning all the zemindars, collected annually, from Purneah, eighteen lakhs of rupees, the whole of which was at his disposal. He afterwards extended the boundaries, and considerably increased the revenues. The zenindar of Morung, intimidated by his power, gave no molestation, which enabled him to clear away the jungles, and bring into cultivation large tracts of land at the foot of the mountains. Jaffer Khan was fully apprized of those augmentations of the collections, and allowed Seif Khan to enjoy them, whilst he, in return, always showed great respect to the soobahdar. Every year he paid a visit to Jaffer Khan at Moorshedabad, with whom he lived upon terms of brotherly affection."

Naiib Soobah-dary of Shuja Khan, 1726. *Page 128.—Naiib Sobahdary of Shuja Uddeen Mohammed Khan.*

" He commenced his Government by taking compassion on the zemindars, and setting them at liberty. After accepting from them a nuzzeranah, and upon their agreeing to an increase upon Jaffer Khan's settlement of the revenues, he gave them leave to return to their respective countries. The zemindars, some of whom had been years in confinement, were glad to purchase their release at any price. Besides the profit arising from the jageers, with the extra collections, under the descriptions of *Inarat* (buildings), *Karkhaneljaut* (workshops), and *Nuzzeranah* (an offering or present), there was actually paid into the Royal Treasury, through the house of Juggut Sett, a crore and fifty lakhs of rupees."

## APPENDIX No. 9.

Appendix  
No. 9.

*Note on the mode of investing a zemindar on the authority of Bode Mul, one of the ablest and best informed of the Khalsa officers, to which is annexed a translation of the grant for the zemindary of Rajhashy.*

*Note on the mode of invest-ing a zemindar.*

Upon the demise of a zemindar, his heir or heiress transmitted an account of the event in a petition to the dewan of the soobah and the royan ; or if landholders of the first rank, to the soobahdar himself, with letters to all the principal men of the court, soliciting their protection. To an heir, or heiress, who paid a large revenue to the State, the soobahdar returned answers of condolence, accompanied with an honorary dress to the former, and with a present of shawls to the latter. Letters to a similar purport were transmitted by the dewan and the roy-royan. After performing the funeral rites of the deceased, the heir, if of age, was presented to the soobahdar by the dewan and the roy-royan ; and after receiving the beetle leaf and an honorary dress, was permitted to assume the management of the affairs of his zemindary. Minor heirs and heiresses received the honorary dress and shawls, above mentioned, through the agents deputed for that purpose to the court of the Nazim. Zemindars of a secondary rank were entitled only to a pair of shawls and a perwannah of condolence from the soobahdar ; and for those of an inferior class, an answer from the roy-royan, accompanied with the beetle leaf, was deemed sufficient.

The zemindars succeeded to their zemindaries by right of inheritance, but until they consented to

the payment of the peisheush, or fine of investiture to the Emperor, and a proportionate nuzzeranah or present to the Nazim, neither the imperial firman of confirmation was granted them, nor were they permitted to substitute their own signature to the public accounts in lieu of that of their predecessors. It often happened that several years elapsed before the demands of Government could be adjusted. The officers of the dewanny, in addition to the peisheush and nuzzeranah, swelled the account with claims of arrears due from the deceased zemindar, and from which they seldom receded, till they had exacted from his successor all that it was in his power to pay. These preliminaries being adjusted, the zemindar presented a petition to the roy-royan, praying for a sunnud of investiture. The roy-royan referred his petition to the *ser dufter dewanny*, or chief mutsuddy of the dewanny dufter, with orders to examine the contents and prepare separate papers of agreement for the royal fine, or peisheush, &c., and the nuzzeraannah, or present for the soobahdar. These papers being drawn out and copied fair were returned to the peshkar. The peshkar, either alone, or in conjunction with the dewan, presented them to the soobahdar, who superscribed the petition with the words *sunned nuveesund*, "let them write a sunnud," or, *be nuzzerderamud*, "it has been seen," and the papers of agreement for the peisheush and nuzzeraannah, with the letter *soad*, and returned them to the dufter.

The *ser dufter*, or chief mutsuddy, upon the receipt of the above papers, thus authenticated, directed the canoongoes to draw out the *hukeekul jumma loomaree*, or rent-roll of the zemindary,

attested with their official signatures ; and called upon the zemindar for a muchulka, or obligatory deed, binding himself to observe the conditions of his grant, and for a security bond for his appearance, which was generally signed by the canoon-goes of the district.

The above deeds being executed, the dewan, or roroyan, directed the officers of the dufter to draw out a *furd sewal*, or application, at the bottom of which a copy of the petition was inserted in angular lines, extending over three-fourths of the breadth of the paper. In the remaining co-partment, or the right side, called the *hasheah*, was specified, in abstract, the number of the mehauls or districts, and whether granted in whole or in part, *ba tufsecl ikismul wa derobust*, and in the *bariz*, or middle of the paper, the amount of the jumma or settlement, under which followed a particular account of each mehatul or district. The *scr dufler* then numbered the papers of the sewal in figures, on the left corner at the top of the page, and submitted it to the dewan, or peshkar, for his perusal. The dewan or peshkar presented it to the soobahdar, who supercribed in the centre *sunnud be dehund wamarooz derga wala nemayund* : "Let them grant a sunnud and represent it to the royal presence;" or if the imperial firman was not petitioned for, only the words *sunnud be dehund*; "let them grant a sunnud;" and after writing the number of the papers contained in the sewal on the right corner, returned it to the dufter. The mutsuddies then prepared a *furd hukeekut*, or statement of the particulars of the grant (in conformity to the sewal) which was presented to the dewan, who wrote over it *much-*

*ulka wa zaminee mewafuk zabilah gerifstah sunnud be dehund* : “having taken the customary muchulka and security let them grant a sunnud;” or only *be dehund wa be geerund* : “let them grant (a sunnud) and take (a muchulka).” At the bottom, a copy of the sewal was inserted in angular lines, after which followed the particulars of the mchauls, &c., as described in the ferd sewal. The foregoing papers are called the *Lowazinah-i-sunnud*, or the vouchers to the different officers of State for preparing the grant, and are inserted on the back of the sunnud, which is drawn out in the form and manner following :—

The *ser difter* or chief mutsuddy, joined together with gum a sufficient number of rolls of paper, dividing the whole into four co-parts, by doubling it into folds from the top to the bottom. On the side intended for the reverse, one span and a half from the top was left plain, being the space called the *peshanee*, or front. Under this space the roy-royan (more properly called the peshkar of the Khalsa) wrote in large letters *zimmun nowcesund* : “let them write the zimmun,” or short recital of the grant. The mutsuddies then wrote the zimmun in the two middle co-parts of the roll. Under the zimmun, on the right corner of the second co-part, called the *hasheah*, were inserted the number of mchauls, particularizing such as were granted in the whole or in part.

Then followed the sewal, the *hukeckut*, the muchulka, the zaminy, or security bond, the cubooleeut, or agreement for the peishkush, written in angular lines, comprised in two-thirds of the middle co-parts, and in the middle of the roll called

the bariz, the amount of the jumma, after which followed the particulars of each mchaul in the zyl, or foot of the roll, being the conclusion\* of the vouchers inserted on the back of the sunnud. The roll, thus endorsed, was sent to the moonshee of the soobahdar, who wrote the *muttun* or text, or body of the sunnud, inserting at the bottom the day of the month, and the year of the reign, to which was sometimes added the era in general use throughout the soobah. At the end of the line containing the date, the soobahdar affixed his official mark, called *buz*, denoting the conclusion of the sunnud, as also his approbation of the whole transaction, and the dewan affixed his seal at the top of the sunnud. The zemindar then deposited a copy of the sunnud in the duster, authenticated by the seal of the cauzy, or under his own signature, or that of his agent. The mutsuddies upon the receipt of this copy inserted the *nishan-i-dewanee* or dewanee mark, on the back of the original sunnud, in the margin at the bottom of the roll, specifying that on such a date a copy was registered in the duster. Under the word *tareekh* or date, the peshkar or roystroyan signed the letter *dal*. On the left of the dewanee mark was inserted that of the *huzzoor novees* (an officer who kept written proceedings of all business transacted by the soobahdar), and subscribed by him with the letter II. the initial of his official appellation. The sunnud, being thus completed, was delivered to the zemindar by the peslikar of the dewan.\*

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\* This paper was printed in the Appendix to Mr. Rouse's dissertation published in 1791, with an acknowledgment of the receipt of it from Mr. Shore.

Translation  
of a zemindary sunnud,  
granted to the  
zemindar of  
Rajshahye, in  
the reign of  
Mohammed  
Shah, A. D.  
1735.

*Translation of a sunnud, under the seal of the Nawab Serfraz Khan, Dewan of the Soobah of Bengal, dated the 27th of the month Rumzan, in the 17th year of the Reign of His Majesty Mohammed Shah, or A. D. 1735-6. Superscribed—“It has been seen.”*

To the mutsuddies of affairs, and the officers entrusted with public transactions, for the time being and to come, to the canoongoes, mukuddums, and husbandmen of the Pergunnah Rajshahye, &c., belonging to the Soobah of Bengal, the Paradise of Kingdoms, be it known that, in consequence of the furd sewal, which has been signed by the noble and princely Shujâa ud Doulah, Mohtimin ul Muluk, Shujâa ud Deen, Mohammed Khan; Behadur, Assud Jung, Nazim of the Soobah, and agreeably to which the furd hukekut and muchulka have also obtained signature (the contents of all which are endorsed therin), the service of the zemindary of the aforesaid pergunnah has been conferred, since the decease of Ramjeeewun, and in consideration of a peisheush, &c., and the balances and the annual jumma of the pergunnah above mentioned, according to the annexed endorsement, on the first among his contemporaries, Ramkunt, the adopted son of the aforesaid person, to the end that, duly attending to the duties and functions of that service, he may not be wanting in the most minute particle of diligence and assiduity; that he pay into the royal treasury the peisheush, &c., and the balances according to kistbundy, and discharge year by year, at the stated times and periods, the due rents, after receiving credit for the muzcoorat, nankar, &c., agreeable to usage; that he observe a commendable conduct towards the

class of ryots and the common people at large, and employ himself diligently in expelling and punishing the refractory, and exert his utmost endeavours that no trace of thieves, robbers, and disorderly persons may remain within his boundaries; that he conciliate and encourage the ryots and promote the advancement of cultivation, the improvement of the country, and the increase of its produce; that he take special care of the highroads, so that travellers and passengers may pass and repass in perfect confidence; and if at any time the property of any person shall be stolen or plundered, that he produce the thieves and robbers, together with the property, and delivering the latter to the owner, consign the former to punishment; that in case he do not produce them, he himself become responsible for the property; that he exert his vigilance that no one be guilty of drunkenness or irregularities of behaviour within the boundaries of his zemindary; that he refrain from the exactation of the *ahicabs* prohibited by the imperial court; and that he deliver into the dusterkhannah of Government the official papers required, conformable to custom, signed by himself and the canoongoes of the soobah. It is therefore required of the aforesaid persons that they regard the above-mentioned Ramkunt as the authorized zemindar of pergunnah Rajshahye; and considering him as invested with the duties and functions appertaining thereto, that they receive all papers regarding that pergunnah, signed by him, as genuine and authentic. Let them, therefore, look upon these injunctions as obligatory, and obey them agreeable to instruction.\*

\* Another translation of this summd. and its accompaniments, somewhat different in terms, but the same in substance, is given in the Appendix to Mr. Grant's *Inquiry into the nature of zemindary tenures*, No. III. b.

Zimmun or  
endorsement  
on the sunnud.

*Zimmun or Endorsement.*

Agreeable to the furd sewal signed by the noble and princely Shujâa ud Doulah, Mohtimun ul Muluk, Shujâa ud Deen, Mohummed Khan, Behadur, Assud Jung, Nazim of the Soobah, and the furd hukeckut and muchulka signed in conformity thereto (the contents of all which are herein fully recorded), the zemindary of the pergunnah of Rajshahye, &c., belonging to the Soobah of Bengal, the Paradise of Kingdoms, has been conferred, from the time of the decease of Ramjeeewun, upon his adopted son Ramkunt, on his consenting to a peishcush, &c., the balances, and the jumma year by year of the aforesaid pergunnah, agreeable to the annexed particular.

Derobust Mehals ...	...	96
Kismutiah ditto ...	...	68
Total Mehals	...	164

The furd  
sewal.

*Contents of the Furd Sewal.*

Ramkunt, the adopted son of Ramjeeewun, the deceased zemindar of Pergunnah Rajshahye, &c., belonging to the Soobah of Bengal, the Paradise of Kingdoms, has presented to the exalted presence a petition (the contents of which are herein recorded), representing his acquiescence in a peishcush, &c., and the balances and the annual jumma of the aforesaid pergunnahs, agreeable to the annexed particulars, in the hope of obtaining a royal firman and a perwannah for the zemindary, from the

time of the decease of the aforesaid Ramjeeewun.  
In respect hereof, what are your commands?

Derobust Mehals ...	... 96
Kismutiah ditto ...	... 68
	—
Total Mehals	... 164
	—

*Contents of the Arzee or Representation.*

The Arzee.

From the time of my elevation at the decease of Ramjeeewun, zemindar of the Pergunnah of Rajshahye, &c., in the Bengal year 1137 to the end of 1140, I exerted myself diligently and paid up the revenues of the khalsah and jageer mehals without a balance at the stated times and seasons: but since the pergunnahs of the aforesaid zemindary are variously and widely dispersed, among the distant chuklas, within the boundaries of powerful zemindars, and owing to my not having yet been honored with a sunnud confirming me in the zemindary, my ryots are molested, my boundaries by the above-mentioned zemindars infringed, and my gomastahs and husbandmen prevented attending to the cultivation of the lands, and improvement of the country, with full confidence and security; I am therefore hopeful, from your favor and kindness, that I may be honored with a royal firman, and soobahdary and dewanny perwannah, for the zemindary of the aforesaid pergunnahs, to the end that I may appear with credit and dignity among my equals. In the hope of obtaining the above-mentioned deeds, I agree to the royal peishcush, &c., together with the balances, and the an-

nual jumma of these pergunnahs, agreeable to the annexed particulars.

	Rs.	A. G. C.
Peisheush, &c., in consideration of obtaining a firman and perwannah	... 12,03,378	1 11 0
Peisheush, &c. ...	10,10,000	0 0 0
Balances incurred		
by Ramjeeewun	1,92,378	1 11 0
	—————	—————
As above ...	12,03,378	1 11 0

#### KISTBUNDY.

Rs. 1,75,000 to be paid annually from the year 1141 to 1146 inclusive.

One lakh by the end of Phaulgun, and the sum of Rs. 75,000 at the time of making the remittances to His Majesty in the month of Jeyt. Amount of six years' payments, 10,50,000 0 0 0

Payable at the time of making the remittances to Court in the month of Jeyt	1147	... 1,53,378	1 11 0
	—————		—————
As above ...	12,03,378	1 11 0	

Annual jumma of the Khalsah and Jageer Mehals	...	... 18,53,325	10 11 3
	—————		—————
Total ...	30,56,703	12 2 3	
	—————		—————

#### DIVISION INTO MAL AND PEISHCUSHI.

Mål, viz., balances	...	... 1,92,378	1 11 0
	—————		—————
Carried over ...	1,92,378	1 11 0	

	Rs.	A. G. C.
Brought forward ..	1,92,378	1 11 0

**KISTBUNDY.**

Rs. 27,500 to be paid annually from the year 1141 to 1146; amount of 6 years' payments, 1,65,000 0 0 0
Payable in 1147 ... 27,378 1 11 0

As above ... 1,92,378 1 11 0
Annual jumma ... ... 18,53,325 10 11 3
<hr/>
Total Mal ... 20,45,703 12 2 3

**PEISHEUSH, viz.**

Peisheush ( <i>To His Majesty</i> ) ... ... 8,17,000 0 0 0
Nuzzerannah Soobah- darry ... ... 1,67,000 0 0 0
Hukul Vizarut ... ... 27,000 0 0 0
<hr/>
Total Peisheush 10,11,000 0 0 0

**KISTBUNDY.**

Rupees 1,47,500 to be paid annually from 1141 to 1148 inclusive; a- mount of 6 years' pay- ments ... ... 8,85,000 0 0 0
Payable in 1147 ... 1,26,000 0 0 0
<hr/>
As above ... 10,11,000 0 0 0

Total ... 30,56,703 12 2 3
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Payable.

Particulars of Peishcush, &c., in considera- tion of obtaining a firman and perwan- nah	Rs.	A. G. C.
Peishcush, &c. ....	12,03,378	1 11 0
Balance in the time of		
Ramjeeewun ....	1,92,378	1 11 0

KINTIRUNDY

Rupees 1,75,000 to be paid annually from the year 1141 to 1148 inclusive, a lakh by the end of Phangun, and the sum of 75,000 at the time of making the remittance to court in the month of Jeyt. Amount of 6 years' payments Rupees ... ... 10,50,000 0 0 0

Payable at the time of  
making the remit-  
tance to court in the  
month of Jeyt 1147 1,53,378 1 11 0

**As above** ... 12,03,378 1 11 0

Jumma of the Khalsah and Jageer Mc-  
hals payable annually, agreeable to the  
accounts signed by the canoongoes, ... 18,53,325 10 11 3

Total .. 30,56,703 12 2 3

### *Division into Mál and Peishcushi.*

Mal, viz. Balances ... ... Rs. 1,92,378 1 11 0

KISTBUNDY,

Rupees 27,500 to be paid annually from  
1141 to 1146 inclusive, amount of 6  
years' payments ... 1,65,000 0 0 0

**Payable in 1147 ... 27,378 1 11 0**

As above ... 1,92,378 1 11 0

**Carried over** ... 1,92,378 1 11 0

	Rs.	A. G. C.
Brought forward	... 1,92,378	1 11 0
Jumma payable annually	... 18,53,325	10 11 3
	<hr/>	<hr/>
Total	... 20,45,703	12 2 3
PEISHCUSH, &c., viz.,		1
Peisheush	... 8,17,000	0 0 0
Nuzzeranah Soobah-		
darry	... 1,67,000	0 0 0
Hukul vizarut	... 27,000	0 0 0
Total	<hr/>	10,11,000 0 0 0

## KISTBUNDY.

Rupees 1,47,500 to be paid annually from 1141 to 1146 inclusive, amount of 6 years' pay- ments,	... 8,85,000	0 0 0
Payable in 1147	... 1,26,000	0 0 0
As above	<hr/>	<hr/>
Total	... 10,11,000	0 0 0
	<hr/>	<hr/>
	30,56,703	12 2 3

*Contents of the Furd Hukeekut.*The Furd  
Hukeekut.

THE zemindary of pergunnah Rajshahye, &c., belonging to the Soobah of Bengal, the Paradise of Kingdoms, having been conferred, in conformity to the furd sewal, signed by the noble and princely Shujâa ud Doulah, Mohtimun ul Muluk, Shujâa ud Deen, Mohummud Khan, Behadur, Assud Jung, Nazim of the Soobah (the contents of which are hereunto annexed), upon Ramkunt, the adopted son of Ramjeeewun, from the time of the decease of the latter, in consideration of his agreeing to a peishcush, &c., the balances, and the annual jumma of the above-mentioned pergunnah, agreeable to the account hereunto annexed, the aforesaid person

prays to obtain a perwannah. In regard to preparing a deed of that kind for the zemindary of the pergunnahs in question, after taking a muchulka and Caboolcut, in conformity to custom, "What may be your commands?"

Durobust Mehals	...	...	96
Kismutiah ditto	...	...	68
		Total	... <u>164</u>

Peisheush, &c., in the hope of being honored with a royal firman, and with a perwannah, *viz*:

Rs.	A. G. C.	Rs.	A. G. C.
Peisheush, &c. ... 10,11,000	0 0 0		
Balances during the			
time of Ranjeevun, 1,92,378	1 11 0	12,03,378	1 11 0

#### KISTBUNDY.

Payable between the years 1141 and 1146 inclusive, at the annual instalment of 1,75,000

Rupees ... 10,50,000 0 0 0

Payable in the

year 1147 ... 1,53,378 1 11 0

As above ... 12,03,378 1 11 0

Jumma of the Khalsa and Jageer Mehals, payable annually agreeable to the Statement signed by the canoon-goes of the Soobah ... 18,58,325 10 11 3

Total ... 30,56,703 12 2 3

Then follows a specification of the mehals with the rent of each, composing the māl or rent, and a specification of the peisheush. After which follows a muchulka, or obligation, executed by the zemindar.

## FORM OF THE MUCHULKA.

" I, who am Ramkunt, the adopted son of the deceased Ramjeeewun, the zemindar of Pergunnah Rajshahye, &c., Khalsa and Jageer Mehals, in the Soobah of Bengal, the Paradise of Kingdoms,

" Whereas the zemindary of the aforesaid pergunnahs, from the time of the decease of the above-named Ramjeeewun, and on my acquiescing in a peisheush to the Royal Sirkar, and in the balances, and yearly jumma of the aforesaid mehals, according to the specified endorsement, has been conferred on me,

" Do agree and consent, of my own accord and inclination, and do give in writing, that punctually attending to the duties and functions of that service, I will not neglect, or be deficient in, the most minute particle of diligence and assiduity. I will observe a commendable conduct towards the body of the ryots, and the inhabitants at large; and employing my assiduous endeavors in expelling and punishing the refractory, I will exert myself in such a manner that not a trace of thieves or robbers shall remain within the boundaries of my zemindary. I will use my utmost diligence to conciliate and encourage the ryots; and to promote increase of cultivation and the improvement of agriculture. I will take such especial care of the high roads that travellers and passengers shall pass and repass in perfect confidence and safety; and that no instances of robbery or murder shall occur. If, however, (which God forbid) the property of any person shall be plundered or stolen, I

will produce the thieves or robbers, together with the property ; and delivering the latter to the owner, I will consign the former to punishment ; or in the event of my failing to produce them, I will myself be responsible for the property so stolen or plundered. I will exert my endeavors that no person be guilty of drunkenness, or irregularities of any kind, within the boundaries of my zemindary. I will discharge year by year, at the stated times and periods, the due rents of Government, after receiving credit for the muscooraut agreeably to usage ; and lastly, I will transmit to the duster khanah of Government the official papers required, conformably to custom, under my own signature and that of the canoongoes of the Soobah. I have therefore written these few lines in the nature of a muchulka-caboolceut, that recourse may be had thereto when occasion shall require. Dated the 22nd of Rumzah ul Mubaruk, in the 17th year of His Majesty's Reign.

Durobust Mehals	...	...	96
Kismutiah ditto	...	...	68
Total	...	...	164

Peishcush in the hope of being honored with a firman and perwannah, *viz.* :—

Peishcush	...Rs.	10,11,000	0	0	0
Balances	...	1,92,378	1	11	0
					12,03,378 1 11 0
Carried over	...	12,03,378	1	11	0

Rs.	A. G. C.
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Brought forward ...	12,03,378 1 11 0
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**KISTBUNDY.**

Payable between the years 1141 and  
1146 inclusive, at the rate of Rs.  
1,75,000 per annum. Amount of six  
years' is Rs. 10,50,000 0 0 0

Payable in the year

1147 ...	1,53,378 1 11 0
----------	-----------------

As above	12,03,378 1 11 0
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Jumma year by year	18,53,325 10 11 3
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Total	30,56,703 12 2 3
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(Translated)

12th April, 1787.

A. CALDECOTT,  
*Deputy Translator.*

APPENDIX No. 10.

"By the terms of the sunnud, a zemindar is to receive credit for certain articles under the head of *Muzkoorat*, or particulars. Amongst these the *Nankar* is included, although in some sunnuds it is expressed, *Nankar*, &c. An inspection of the particulars of these remissions, as they stood in the Bengal year 1131, or A. D. 1724, when the assessments of the province, exclusively of Jageers, amounted to Rs. 1,08,87,071-2-3-2, will prove that the amount was inadequate to defray the charges of collection; which, as nearly as I have been able to ascertain, amount upon an average to 4½ or 5 per cent. on the gross collections. In some places they are less; in others as far as 7, 8,

No. 10.  
Mr. Shore's  
remarks on the  
allowances to  
a zemindar,  
under the  
heads of *Maz-*  
*koorat* and  
*Nankar*.

or 9 per cent. The annexed account is drawn out with a view to show the nature of these charges; and though the distribution may not be perfectly accurate, it is sufficiently so for the purpose required. There are only two articles in it, which can properly be deemed applicable to the zemindar's private disbursements; *viz.* :—

	Rs.	A. G. C.
Nankar	...	60,062 9 11 0
Dustoor zemindary	...	23,087 7 0 0
Total	...	<hr/> 83,150 0 11 0

And this was the whole allowed to all the zemindars in Bengal.

I cannot trace when the Nankar was first settled upon the zemindars. The term, I believe, does not occur in the Ayeen Akbery; but it is mentioned in the Ordinance from the Emperor Aurungzeb to Rushik Das as having long existed; a proof of error in the author of the history of Jasseer Khan's administration, who asserts it to have been settled by him. The word *Nankar* is compounded of *Nán*, which means literally bread, or subsistence; and *Kár*, business; and seems to imply, that it was a reward for services. Upon this definition it may be contended that it was conferred on the zemindars for their services as officers of the State; and that in this sense they could not be deemed proprietors of the soil. But it may be reconciled, on the principle of the sovereign's right to the rents of the land, and that of the zemindar to the property thereof; and then it will amount to no more than this, that the sovereign, either in reward for the

punctuality of the zemindars in discharging their rents, or as an inducement to them to be regular and exact, separated a portion of the land from the general rental of the country, subject to no claims of revenue, and allowed it to be held as such by the zemindars. This explanation is conformable to the meaning of *Nankar*, which we may also consider a separate territorial jurisdiction conferred upon the proprietors of the soil. After all, the Nankar may have been conferred on an occasion when Government employed its own officers in the collections, and took the management of the revenues out of the hands of the zemindars. I cannot discover any rates of proportion by which it was granted; neither does it appear to have increased with the augmentation of zemindary jurisdiction, as far as I can discover from an examination of the records. I have annexed a particular account of the Nankar of Rajshahye, which remained nearly the same when the zemindary was conferred upon Ramkunt. The amount of the nuzzerannah, which he engaged to pay, was 10,11,000 exclusive of the balances due by his predecessor, being Rs. 1,92,378. Besides this, the doulours to the Nazim and his officers must have been considerable. His allowance of Nankar would never have sufficed to provide for his subsistence, and for the reimbursement of these expenses. This indemnification must have arisen from the profits of the zemindary, and his claim to them have been tacitly acknowledged. This instance is not quoted as a general rule for deciding the nuzzerannah to be paid by every zemindar. I believe that to have been regulated by the estimate formed of the opulence of the new zemindar, and of the

profits of his rental ; whilst, on the other hand, it is probable that the allowances made to him, under the head of Nankar, were often regulated by favor."

*Abstract of the Muzkoorat, or remissions upon the jumma of Bengal, as they stood in the year 1131 B. S. or A. D. 1742, divided into distinct heads for the elucidation of the nature of these remissions.*

I.—Amount applicable to the zemindar's private disbursements.

	Rs.	A. G. C.	Rs.	A. G. C.
1. Nankar	...	60,062 9 11 0		
2. Dustoor Zemindary	...	23,087 7 0 0		
3. Remissions	...	9,432 5 4 3		
			<hr/> 92,582	6 3 3

II.—Amount considered as charges of collection.

	Rs.	A. G. C.
1. Mokuddumy	...	29,028 7 16 2
2. Pykan	...	15,327 7 10 3
3. Dufterbund	...	4 2 13 0
4. Mehmany	...	43 5 0 0
5. Serinjamy	...	165 8 5 0
6. Jurady	...	49 6 9 0
7. Deegwary	...	528 6 11 2
8. Rahdary	...	802 8 0 0
9. Chowkeedary	...	141 0 0 0
10. Advances to Molungees	...	2,257 11 11 0
11. Cow-keepers	...	1,129 7 12 0
12. Behry-bundy	...	5,293 7 1 2
13. Charges of Salt	...	55 0 0 0
14. Cherygny	...	134 7 10 0
		<hr/> 54,960 6 0 1

III.—Canoongoes.

Neemtuky of Canoongoes	31,763 12 0 0
Carried over	... 1,79,306 8 8 0

	Rs.	A.	G. C.
Brought forward	... 1,79,306	8	8 0

*IV.—Charity, being a remission on the jumma.*

1. Ayma	... 14,142	6	6 3
2. Enam	... 1,077	9	4 2
3. Cuddum Russool	75	5	5 0
4. Khyrat	... 275	2	12 0
5. Rozeena	... 1,065	2	10 3
6. Muddud Mash	10	0	0 0
	<hr/>	<hr/>	<hr/>
	16,445	9	19 0
	<hr/>	<hr/>	<hr/>
	1,95,752	2	7 0

## ACCOUNT OF THE MUZKORAT OF RAJSHAHYE FOR THE SAME YEAR.

1. *Amount applicable to the zemindar's private disbursements.*

Nankar	... 11,624	8	9 0
Dustoor Zemindary	22,600	0	0 0
	<hr/>	<hr/>	<hr/>
	34,224	8	9 0

2. *Amount considered as charges of collection.*

Mokuddumy	... 13,484	11	2 1
Pykan	... 2,274	12	17 3
Dufterbund	... 4	2	13 0
Mehmany	... 43	5	0 0
	<hr/>	<hr/>	<hr/>
	15,806	15	18 0

3. *Canoongoes.*

Neem Tuky	... 7,075	0	3 0
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4. *Charity, being a remission on the jumma.*

Ayma	... 3,048	3	8 3
Enam	... 706	0	1 2
Cuddum Russool	42	8	5 0
Cheragy	... 12	0	0 0
Khyrat	... 6	7	10 0
	<hr/>	<hr/>	<hr/>
	3,815	2	17 1
Total Muzkoorat	..	60,921	11 2 1

*Comparative Statement of the Jumma and Nankar of the  
following principal Zemindars.*

	Nankar.			Dustoor Zemindary.	Total.	Jumma.	
	Rs.	A.	G. C.	Rs.	A. G. C.	Rs.	A. G. C.
Rajshahye	... 11,624	8	9 0	22,600 0 0 0	34,224 8 9 0	16,45,395	7 2 2
Burdwan	... 19,000	5	19 0	487 7 0 0	19,487 12 19 0	20,21,016	12 6 3
Havily Purnea	... 3,717	2	3 1	.....	3,717 2 3 1	4,23,621	6 3 0
Lushkerpore	... 555	3	1 10	.....	555 3 1 10	1,44,248	2 17 3
Beerbhoom	... 1,448	5	0 0	.....	1,448 5 0 0	3,60,292	4 12 0
Bishenpore	... 658	10	0 0	.....	658 10 0 0	1,20,823	13 1 8
Esoofpore	... 1,520	12	5 1	.....	1,520 12 5 1	1,87,567	5 16 0
Mahomed Shahy	... 407	15	16 2	.....	407 15 16 2	1,15,144	7 2 0
Okerah	... 3,306	5	2 3	.....	3,306 5 2 3	5,51,235	11 12 2

*Calculation of the rate per cent. which the Nankar bears to the  
Jumma of the following Zemindars.*

	Rs.	A.	G. C.
Rajshahye	...	...	...
Burdwan	...	...	...
Havily Purnea	...	...	...
Lushkerpore	...	...	...
Beerbhoom	...	...	...
Bishenpore	...	...	...
Esoofpore	...	...	...
Mahomed Shahy	...	...	...
Okerah	...	...	...

## APPENDIX No. 11.

The annexed extracts from the proceedings of the Patna Council will afford some information respecting the malikanah. When the lands of Behar were given in farm, and the zemindars and talook-dars dispossessed of their lands, an allowance of ten per cent. was paid for the latter. The Patna Council observe upon this rate as follows:—"This we understand to be the ancient allowance, agreeable to the constitution of the country Government."

Some questions and answers from a Native are also added.

Appendix  
No. 11.

Extracts from the proceedings of the provincial council of Patna respecting the allowance of malikanah to dispossessed land-holders.

## J. SHORE.

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*Extract from the Patna Consultation, under date the  
5th November 1770.*

"Agreed that the following form of agreement shall be entered into by renters; and that in such parts of the country as shall not be rented, perwannahs be written to the several aumils that the collections shall be made, according to that regulation, from the ryots; that whatever allowances to servants, &c., are necessary, be paid from the sircar; and no separate collections whatever be made on that account."

## FORM OF THE AGREEMENT.

"I——having rented——in the Soobah of Behar, for the sum of——, in full of māl and abwab, foudarry and dehdarry, chuklemany and meh-

many, &c. (exclusive of the birmoter, &c., charity lands), do hereby engage that I will pay the said sum, fussul by fussul, and kist by kist, without any pretence whatever. I will besides pay the several proprietors according to custom; and agreeable to a separate paper the russoom of the cauzies of the sudder and mofussul canoongoes; and the allowance of pensioners, &c., muzkoorat. I will either agree with the ryots, and give them fixed pottahs with their own consent, including cesses, &c., as well as the revenue; or else, where the ryots do not chose to enter into such an agreement, I will collect from them in kind, taking only  $22\frac{1}{2}$  seers in the maund, and leaving the other  $17\frac{1}{2}$  seers to the ryot, not subject to any deductions whatever. With respect to small zemindars and talookdars, I will settle the rents with them if we can agree upon the terms; or if we cannot, I will take the talook into my own hands, and make them an allowance of five per cent. on the produce. I will collect no fines, nor possess myself of the effects of people dying without heirs; fines and all such effects belonging to the sircar."

---

*Extract from a letter of the Governor General and Council, dated Fort William, 4th February 1771.*

"In the agreements which you have entered into with the farmers, we observe that by one of the articles, the zemindars and talookdars are put too much under the power of the farmers, who are allowed to settle such terms with those people as

shall be most for their interest; and if they cannot agree on those terms they may take the talooks into their hands, on making an allowance to the talookdars of five per cent. on the produce for their subsistence. As such a power may, and in many places undoubtedly will, be exerted to the prejudice of the petty zemindars and talookdars, we desire that in your next agreements with the farmers, on making a new settlement, this article may be amended."

---

*Extract from the Patna Consultation, under date  
the 2nd March 1771.*

"By every information we can obtain, the farmers would never be able to adjust their rents with the talookdars, unless they were indulged with the alternative of taking their lands under their own management; and there is less reason to apprehend any inconvenience from this system, because the bad debts and expenses to which they subject themselves by so doing, makes them always more disposed to come to an agreement with the talookdars, if they will consent to adequate terms. However, if they approve it, we will in future fix ten per cent. instead of five as the talookdar's allowance, and this we understand to be the ancient allowance agreeable to the constitution of the country Government. It is true this would occasion some small difference in the amount of the revenue, but this difference, we believe, would be fully compensated by the addition it would give to the value of landed property, and the security which would from thence arise against outstanding balances."

*Extract of a letter from the Governor and Council,  
dated Fort William, 13th May 1771.*

“The regulation for obliging the farmers to allow the talookdars ten per cent. where they shall take the farms into their own hands, we entirely approve of, as it is much more just and equitable than the former allowance.”

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*Extract from the Patna Consultation, under date  
the 4th June 1771.*

“In the future engagements ten per cent. shall be allowed to the talookdars, agreeably to your orders. We propose also, if you approve, to make them engage that (if the Government should think proper) they will continue to hold their farms a fourth year on, the same terms as the third. We mean this with a view to prevent them from being guilty of exaction in the pergunnahs the third year, on a supposition that they will be no longer interested in their welfare.”

Revenue Board,  
true copies,

J. H. HARINTON,  
*Sub-Secretary.*

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*Answers of BUSTERAM, Darogah of the Duster  
Amanut, to questions stransmilted in a letter  
from the President of the Board of Revenue,  
under date the 26th November 1787.*

QUESTIONS.

ANSWERS.

1st.—From what period When the Emperors has the malikanah, first dispossessed the

## QUESTIONS.

received by the zemindars in Behar, been first allowed?

## ANSWERS.

rajahs of Hindoostan, and introduced regulations for settling the zemindaries after their own manner, they particularly favored the proprietors of the lands, and demanded a small share of the revenue. When the country was flourishing, the Emperors ordered the rents to be collected in proportion to the produce, and zemindars began to represent their embarrassments: In consequence it was fixed that, in case the zemindars were incapable of making engagements, they should receive an allowance of malikanah. But centuries having elapsed since that period, it is hard to compute the number of years, or specify the names of the Emperors.

2<sup>nd</sup>.—Do the proprietors of the jageers, and jageers and ultumghas

## QUESTIONS.

ultumghas, universally pay 'malikanah to the zemindars, or allow them possession of malikanah lands?

## ANSWERS.

pay malikanah, and sometimes allow them possession of lands; and the holders of aymas have usually alienated, when they first got the lands, a proportion of them as malikanah, but sometimes have paid the zemindars the amount in money. The other rent-free land-holders grant, in the same manner, a proportion of land, and sometimes an allowance of money, to the zemindars.

## JAGHEERS.

*3rd.*—State some specific instances of the amount paid to the zemindars by the jageerdars, and ultumghadars, on account of malikanah, in the form of an account, noticing the names of both, the amount paid, and amount of the jaegers and ultumghas.

Gholam Ghose, brother of Rajah Ameer Ullah, zemindar of village Jelalpore, &c. pergunnah Goh, and village Uniawun, pergunnah Incha, annexed to the Jageer of Asudullah Khan, &c., descendants of Shaker Ullah, receives malikanah, estimated at the rate of 25 rupees per

## QUESTIONS.

## ANSWERS.

cent., pursuant to ancient custom, notwithstanding 25 per cent. is infringing the regulations. The other ja-geerdars in the same pergunnahs pay also in that proportion. The custom originates from this circumstance—when a sequestration of their estates took place in former times, the predecessors of the above zemindars showed great indulgence and favor to the ancestors of the present proprietors of the jageer lands. Gholaam Ghose receives ma-likanah also account village Obrona, &c., pergannah Munoura, attached to Nabob Moo-zuffer Jung's jageer, estimated at the rate of ten rupees per cent.

## ULTUMGHAS.

Modnarain, Nyt Sing,  
Deria Sing, and Aubry-narain, proprietors of  
village Seeta, pergannah

## QUESTIONS.

## ANSWERS.

Gyaspore, attached to the ultumgha of Shakir Khan, deceased, are allowed ten rupees per cent. account malikanah. Sheik Cucum Ally and Sheik Basawun, proprietors of village Co-riapore, pergunnah Sah-jhanpore, ultumgha of Raja Kyaleram, are allowed ten rupees per cent. malikanah. Kawul, Baulchund, &c., proprietors of Bursapore, pergunnah Gyaspore, ultumgha of Serajul-deen, receive ten rupees per cent. account malikanah.

## AYMAS.

Jeearoy, Beekaroy, and Buktearoy, proprietors of Currumpora, Havilly Azimabad, aymah of Mirza Afzul Ally Khan, held possession of malikanah lands at the rate of ten beegas per one hundred for many years.

## QUESTIONS.

*4th.*—Are there any zemindars now in Behar in possession of lands which existed as zemindary before the year 1550 English style?

## ANSWERS.

The zemindars have had possession of their lands for centuries, but malikanah has not existed for so long a period. Enam and Nan-kar villages have been appropriated to the zemindars for many years, but some have been attached by former rulers, some resumed by the Company, and some are still retained by the proprietors.

*5th.*—You must deliver a copy of the general form of a grant for a jageer, with remarks, specifying any admitted variations from the general rule.

This will appear from the accompanying copies of jageer sunnuds as required. The variations which subsist are as follows—Some grants are restricted to the death of the proprietor, some depend on his dismission, and some specify the provision of the royal wardrobs as the condition of the tenure. In other grants, the word dismission, &c., is admitted. Sometimes the

## QUESTIONS.

## ANSWERS.

number of villages are inserted, but in general they are not mentioned.

## 4 COPIES.

Jageer sunuud of Raja Shitabroy.

Ditto of Abu Mahomed Khan, Matabi of Mahammed Daood's jageer.

Ditto Mahomed Tueky Khan.

## APPENDIX No. 12.

Appendix  
No. 12.  
Authorities  
of Mahome-  
dan Law  
respecting  
landed pro-  
perty.

## AUTHORITIES OF MAHOMEDAN LAW ON LANDED PROPERTY.

*Verbal translation from the Arabic.*

"In the book *Khazánutul réwayah*, it is written 'tributary land is held in full property by its owner, and so is tithed (or decimated) land. A sale, a gift, or a charitable device of it is lawful, and it will be inherited like other property.' Thus in the book *Alhamadeeyah* is a passage quoted from *Almuheet* (a work of the lawyer Mahomed) 'lands are held in full property (or in fee simple) by them. They shall inherit those lands, and shall pay the tribute out of them.' And in the book *Alkhāniyah*, it is written 'The sovereign has a right of property in the tribute or rent.' So in the book *Maden-i-Sharh-ilcunz*, it is written—'A town and district

annexed to it shall not be sold by the sovereign, if it pay tribute or rent to the Crown; nor shall it be given, nor inherited, nor shall it belong to the royal dominions, for inheritance is annexed to property, and he who has the tribute from the land has no property in the land; hence it is known that the king has no right to grant the land which pays tribute, but that he may grant the tribute arising from it."

## APPENDIX No. 13.

*Translation of copy of a Firman issued by the Emperor or AALUM GEER to MOHAMMED HOSSEIN, in the year 1079 Hijra (A. D. 1668-69), containing directions for the collection of the Kheraj or revenue, and the Oshur or tilhe.\**

Appendix  
No. 13.  
Translation  
of a Firman  
issued by  
the Emper-  
or Aahum  
Geer, in the  
year 1079  
of the Hilla,ja  
or A. D.  
1668-69.

"The Almighty Power having disposed our mind to rule the Empire according to the principles of justice and the law of the prophet, we have deemed it expedient to issue our royal edict to all officers entrusted with the management of affairs throughout the regions of Hindooostan, directing them to levy the revenue, or kheraj, in the mode and proportion enjoined by the holy law and the tenets of Hunceefah, as laid down in the following Articles :"

*First.—You will deport yourself towards the ryots with kindness and humanity, and by wise regula-*

\* *Remark by M.B. SHORE.*—“ The original from which this translation is made is inserted in the Mirat Ahmody, a History of Guzerat, and is addressed to the Gewan of that province. The principles of finance, as here stated, are agreeable to the laws of the Mahomedans; and the firman was issued soon after Aurungzeb's accession to the throne of Hindooostan. The original is very inaccurate, and in some places scarcely intelligible. The terms applied to the revenues in it are at present obsolete.”

tions and practical expedients, encourage them to extend their cultivation, so that no land capable of being rendered productive may remain uncultivated. *Second*.—At the commencement of the season, you will ascertain whether the cultivators are employed in their cultivation, or appear inclined to neglect it. If they possess the means, you will induce them to cultivate their lands by encouragement, and to those who require assistance, you will afford it. If, upon inspection, you shall find that, though possessing the means, and blessed with a favorable season, the ryots neglect their cultivation, you will have recourse to threats and punishment. You will inform the proprietors of land (*Arbab-i-zemeen*) paying a fixed revenue (*Kheraj Mowazzuf*) that they will be obliged to pay the revenue whether they cultivate the land or not. Should it appear that the cultivators are incapable of furnishing the means of cultivation, you will assist them with money, taking security for the same. *Third*.—In lands paying a fixed revenue (*Kheraj Mowazzuf*) if the proprietors (*Arbab-i-zemeen*) are unable to furnish the means of cultivation, or shall have absconded leaving the land uncultivated, you will give it to another, either on lease (*Ijarah*), or for cultivation (*Zerat*). In the former case, you will levy the revenue (*Kheraj*) on the leaseholder; and in the latter, on the share of the proprietor (*Hisseeh-i-malik*), giving the overplus (*Titimmeh*) to the proprietor. Or you will substitute a person in the place of the proprietor, who may cultivate the land, and after paying (the revenue (*Kheraj*) appropriate the overplus to his own use. When the proprietors of the land (*Arbab-i-zemeen*) shall have acquired the means

of cultivating it, you will cause it to be restored to them. If a person shall have absconded leaving his land uncultivated, you will not give it in lease (*Ijarah*) during that year, but in the next. *Fourth.*—Where land continues to remain uncultivated, you will ascertain if it be a part of the highway; and, in that case, you will consider it as an appendage of the towns and villages in order to prevent its being tilled. Should it not come under this description, and be incapable of yielding a produce sufficient to indemnify the cultivator, you will exempt it from the payment of revenue (*Kheraj*); but should such land be capable of yielding a sufficient produce, or have been originally unproductive, in both cases you will enjoin the proprietor (if he be forthcoming, and possessed of sufficient means) to bring it into a state of cultivation. Should there be no proprietor to the land, or should he be unknown, you will give it to some person capable of rendering it productive. In such case, if the leaseholder be a Moosulman, and the land so given be contiguous to lands paying the tithe (*Arazee Oshree*), you will rate it as *Oshur*, or tithe land; if to revenue lands (*Arazee Kherajee*), or if the leaseholder be an infidel (*Kafir*), you will assess it as *Kheraj*, or revenue land. Should it not be liable to the payment of *Kheraj*, you will limit your present demand to a certain sum on each beegah, which is called *Kheraj Mokutta*, or an adjusted revenue; or you will collect a certain portion of the actual produce, as an half, which is called *Kheraj Mocassimah*, or rateable revenue. Should the proprietor be forthcoming, but destitute of the means of cultivation, and the land have been formerly subject

to the *Kheraj Mowuzzuf*, or fixed revenue, you will rate it as before directed. Should it not be liable to the *Kheraj Mocasimah*, or should it be devoid of cultivation, you will neither demand the *Kheraj* nor the *Oshur*, but, if necessary, assist the ryot with money, in order that he may bring the land into a state of cultivation. *Fifth.*—If there be a tract of forest land (*Badeah*), the proprietor of which is forthcoming, you will confirm it to him, and not allow another to take possession. If the proprietor be not forthcoming, and there is no probability of the land yielding a return (*Ödät*), you will give it to whosoever shall appear to you best calculated to restore it to its proper state of fertility; and the person who shall render it most fruitful, you will consider as the proprietor of the land itself; nor shall he be liable to dispossession at any future period. But if the land yields some return (*Ödät-i-ujnás*), you will remove the obstacles which have prevented its being brought to account, and you will not suffer any one to reap the profits of that land, nor to take possession, or to become proprietor, of it. If any tract of forest land shall have been formed into a village, and afterwards, from whatever accident, reverts to its former state of desolation, you will still continue it to the person who first received charge of it, nor suffer another to take possession. *Sixth.*—Lands not subject to the *Oshur* or the *Kheraj* you will assess according to law. From revenue land (*Zemeen-i-kherajee*) you will collect only so much as the ryots may be enabled to pay without being distressed, and on no account shall the amount exceed one-half, though they may be capable of paying a greater portion.

Where the amount to be paid is fixed (*Mocurrur*), you will continue to receive the fixed sum, unless it be revenue land (*Kherajee*), and the amount so fixed exceed one-half. But should the ryots have diminished the ancient established revenue (*Kherajee Sabuk*), you will assess them according to their ability, and if the land be capable of paying more than the *Mocurrury*, or fixed sum, you will rate it in proportion. *Seventh.*—You may convert the *Kheraj Mowuzzuf*, or fixed revenue, into the *Kheraj Mocasimah*, or ratable revenue, with the acquiescence of the ryots, but not without. *Eighth.*—The period for levying the *Kheraj Mowuzzuf* is when each species of grain is ready for reaping. When any crop of grain, therefore, is ready for cutting, you will collect such portion of the revenue as is equivalent to the produce. *Ninth.*—Should any inevitable calamity happen to the crops on land paying a fixed revenue (*Kheraj Mowuzzuf*), you will ascertain the amount of the loss sustained, and grant an adequate deduction, being careful to assess the proportion to be levied on the remainder of the produce with moderation, in order that the ryot may obtain a complete half. *Tenth.*—In lands paying a fixed revenue (*Kheraj Mowuzzuf*), if any person, possessing the means of cultivation and unimpeded by any obstacle, shall leave his land uncultivated, you will collect the accustomed revenue. In cases of inundation or scarcity of rain, or some unavoidable calamity befalling the crop before it is reaped, insomuch that no part of the grain is saved, and the season is too far advanced to admit of the land being resown before the ensuing year, you will consider the revenue as no longer demand-

able. But should any calamity happen after the crop has been reaped, or even before, which could have been averted, as the being eaten up by cattle, &c., or a time sufficient shall have remained for re-cultivating the land, you will collect the revenue. *Eleventh.*—If the proprietor of land paying a fixed revenue (*Kheraj Mouuzzuf*), after cultivating his land, dies without discharging the revenue, and his heirs possess themselves of the produce, they shall be answerable for the revenue. Should the proprietor die before his land is cultivated, and without realizing the amount of the revenue, you will collect nothing. *Twelfth.*—Where a fixed revenue (*Mouuzzuf*) is collected, if the proprietor gives his land on lease or lends it to another, and the lease-holder or borrower shall cultivate it, you will collect the fixed revenue from the proprietor. Should the lease-holder or borrower convert it into a garden, you will collect the revenue from the latter. Should any person have possessed himself of revenue land (*Kherajee*) and afterwards deny the fact, if the proprietor has no witnesses, and the usurper (*Ghasil*) has cultivated it, you will collect the revenue from the latter. If he has not cultivated the land, you will collect from neither of them. If the usurper shall deny the fact, and the proprietor shall prove it by witnesses, you will collect the revenue from the usurper. In cases of mortgage, you will observe the same rules as are above laid down for usurpations; and if the mortgagee shall cultivate the land without the permission of the mortgagor, you will collect the revenue from the former. *Thirteenth.*—Where fixed revenues (*Kheraj Mouuzzuf*) are paid, if a person sells any part of his

land which is capable of cultivation to another, and it produces one harvest, which has been reaped by the purchaser, the latter is entitled to cultivate what he may think proper during the remainder of the year, as the revenue will be collected from him. Should the purchaser not have reaped the harvest the seller must pay the revenue. If the land so disposed of produces two harvests, and the buyer shall have reaped one and the seller the other, they shall pay an equal portion of the fixed revenue. If there shall be a crop on such land ready for cutting, you will collect the revenue from the seller. *Fourteenth.*—In fixed revenue land (*Mouazzaf*), if any one shall appropriate his land for building a house, he shall continue to pay the former revenue levied from it, and in the same manner if he plant trees not bearing fruit. If he shall plant trees bearing fruit on land from which a fixed revenue is due, he shall pay a net revenue (*Kheraj-bila-furjuk*) upon the whole at the rate of two rupees twelve annas, which is the produce of a garden, whether the trees bear their accustomed fruit or not. But grape vines and almond trees shall pay according to the above rate when they bear fruit, and after producing fruit they shall pay two rupees twelve annas, provided the produce of one beegah (which in law is 60 square guz according to the measure of Shah Jehan) amounts to five rupees eight annas; otherwise you will collect one-half of the actual produce. If an unbeliever sells his land to a Moosulman, you will oblige the purchaser to pay the *Kheraj*, notwithstanding his professing the Moosulman faith. *Fifteenth.*—If any person shall convert his land into a burial place, or a scrai for the

use of the public (*Serai-i-wukfee*), you will consider the revenue as no longer due from it. *Sixteenth.*—Should there be any revenue land the proprietor of which is not forthcoming, and another person should lay claim to the same in right of mortgage or purchase, the law entitles him to possession. Whatever may be the produce of such land, you will collect the established share. If it exceed one-half, you will reduce it; if it is less than a third, you will increase it in proportion. *Seventeenth.*—If the proprietor of rateable land dies without heirs, you will give it on lease (*Ijarah*) or for cultivation (*Muzardat*), as is directed in the case of land paying a fixed revenue. *Eighteenth.*—In rateable land (*Mocasimah*), if any calamity befall the crop, you will not demand any revenue on account of what is destroyed. If after, or before, reaping the crop, any calamity shall happen to it, you will collect the *Kheraj* on such part only as remains.\*

Appendix  
No. 14.  
Proofs of a  
right of pro-  
perty in the  
zemindary to-  
nure.  
Public sales  
denominated  
*By-i-Sooltanee*  
before the  
Company's  
Government.

#### A P P E N D I X N O. 14.

##### *Proofs of the property of the zemindary tenure.*

*First.*—The sales of zemindary land, under the denomination of *By-i-Sooltanee*, which prevailed both in Behar and Bengal long before the Company's accession to the dewanny. The term may be

\* Note subjoined to the translation of the firman.—“The word *Kheraj*, in its primary specific sense, means the tribute paid by a conquered country, such as Persia after the Mahomedan conquest; and *Oshur*, which is the verbal noun of *Oshara*, means the title, or tenth part, of property taken by the conqueror from his own subjects, as by Omar from the people of Arabia. Thus in the *Sharhulwakayab* it is said that Arabia, which is there described by its boundaries, and Busrah, and part of Arabian Irak, were *Oshuriya* lands; but the greatest part of Irak, and so forth, was *Kherajiya*, or tributary.

rendered *sale on account of the Emperor*; and under this form, the lands of the zemindars in balance were sold in discharge of the rent in arrears. In Bengal the process was as follows :—The officers of Government under the provisional authority were directed to prepare a statement exhibiting the annual rent of the zemindary and the arrears, and the draught of a bill of sale for the amount. They were also to find out a purchaser. The dismissed zemindar was obliged to sign the bill of sale, and the price of the zemindary was received in discharge of the arrears. The bill of sale was attested by the cauzy, canoongoes, and other creditable witnesses, and the name of the new zemindar was enrolled in the public registers. The form in Behar was nearly the same. It was not, however, unusual in that province to affix at the public cutcherry an advertisement of the sale, directing all persons willing to purchase the land to deliver in proposals within three or four days. The custom can only be accounted for, in the idea of a property in the soil derived from the zemindary tenure. It was chiefly practised with regard to the smaller zemindaries and under the authority of the aumil, or collector.

*Secondly.*—Instances of sales of land by zemindars and talookdars extracted from the records of the canoongoes.

The Arabian tithe was payable more than once in a year according to the number of crops, and the like. But the Khoraj was of two sorts, *Mowuztryzufuk* or fixed, and *Mocasinah* or divided. The first was a certain assessment, like that made by Onnar for part of Irak, to be levied from the province according to an estimate of its extent and fertility; but the second was a rateable proportion, as a fourth, a fifth, and the like, of the actual produce. At least so it is understood from the *Sharhulwakayab*, which contains a minute account of Omar's assessment, and much very curious matter.”

Private sales  
by zemindars  
and talook-  
dars under  
the former  
Government  
of the coun-

1. Kismut of Pergunnah Futteh-jungpore Soon-derpai, sold by Kumal Chowdry to Kishen Hurry Sircar, dated the 1st Bysaak 1148 B., or A. D. 1741.

	2-16 of the Chowdhrahee.
Toomar Jumma ...	Rs. 1,287
Price ... ... ,,	3,301

2. The village of Serecpore, in Pergunnah Alafsing, sold by Bulram Surma to Doorgaram Surma, on the 5th Poos 1147 B., or A. D. 1740.

	Rs. A. P.
Jumma Toomary	178 14 11
Price ... ...	22 6 0

3. Moza Behlole, in Pergunnah Mehlind, and Gokurn and Moktarpore in the same pergunnah, sold by Rajbullub and Rajchund to Gholam Nukskbund, in the year 1144 B., or A. D. 1737.

Jumma Tukseem, with imposts	... Rs. 967
Price ... ...	... ,, 775

4. Moza Golah, in Pergunnah Futtch-jungpore, sold by Jyhurry Chowdry to Goopeenauth Chowdry, on the 13th Jeyt 1138 B., or A. D. 1731.

	Rs. A. P.
Jumma ... ...	42 9 11
Price ... ...	81 0 0

5. Tuppah Sundhar-kool in Selimabad, Sircar Futtchabad, sold by Pertab Narain Chowdry to Shumsudeen Chowdry, 1st Bysaak 1131 B., or A. D. 1724.

	Rs. A. P.
Jumma ... ...	189 6 10
Price ... ...	700 0 0

6. Many of the constituent portions of the present zemindary of Nuddea, viz., Kismuts

Ballunda, Belliah, Suntosc, and Aminpore, were purchased by the father of the present zemindar from the respective Chowdries of those pergunnahs. The same remark will with truth apply to many other zemindaries.

In consequence of the above sales, the regular transfers and entries were made in the public registers of the State ; and the bills of sale were recorded by the canoongoes. Many more might be produced with no other difficulty than attends a research into old records. The following is an older instance than any yet produced. In the year 1094 B., or 1687 A. D., several villages and portions of the zemindary of Gopee Rehmun Chowdry were by him sold to Raminarain Roy. The descendants of the latter have still possession of the land acquired by this original purchase.

*Thirdly.—*The permission granted by the Emperor Aurungzeb to the English to purchase Cuddalore and other towns.\* The inference from this is a right of property, and the power of disposing of it. The firman from the Emperor Furukhseer in 1717 was granted at Delhi on the application of the agents of the English Company. The terms of it, as far as they relate to the point in question, run thus : “The Company’s factory is established “in Calcutta, and the sum of Rs. 1,195-6 is “annually paid on account of the rents of the ta-“lookdary of Calcutta, Sootanutty, and Govindpore, “formerly procured from the zemindars; be pleased “to grant thirty-eight villages more, situated near

Aurungzeb’s  
permission to  
the English to  
purchase Cud-  
dalore and  
other towns.  
Firman of the  
Emperor  
Furukh-seer,  
relative to the  
purchase of 38  
villages near  
Calcutta.

\* See Report of Select Committee of the House of Commons, in 1772, *Hus. buvileokum*, No. 19, page 82.

"the former, at the annual rent of Rs. 8,121-8, "which shall be regularly discharged." The orders for the villages formerly purchased are confirmed as before; and we have bestowed the talookdary of the additional thirty-eight villages, but let them purchase them of the proprietors. The *Husbool-hookum* of the vizeer, in conformity to the above, expressly directs that the purchase of the thirty-eight villages must be made agreeable to former precedent with the consent of the proprietors.\*

The Nazim  
Jafer Khan's  
purchase of a  
zemindary as  
a provision for  
his grandson.

3. The following is an extract from a history compiled by order of Mr. Vansittart, when Governor of Bengal:—"Jafer Khan (then Nazim), knowing that upon the demise of the officers of the Crown, that is to say, the Munsubdars and Omrahs, their effects were sequestered with the utmost rigor, with a view to provide for his grandson Serfraz Khan, purchased the zemindary of the town of Moorschabad and Kismut Chunacolly from Mahomed Aman, the talookdar, with the produce of his jageer, and named it Assudnugur and had it enrolled in the royal registers, and those of the canoongoes, that after the decline of his fortune, a pittance might be left from the profits of the land, after discharging the royal rents, for the subsistence of his descendants." A translation of this history, which contains much curious information, is published by Mr. Gladwin.†

Firman of  
the Emperor  
Aurungzeb, to  
Mohammed  
Hashem.

4. The firman of the Emperor Aurungzeb (Appendix No. 13) is decisive as to the subject's having a right of property in the soil.

\* Vide Report of the Select Committee in 17 2. *Husboolhookum*, No. 28, page 88. *Malikan* is the term used in the original for *proprietors*. J. H. II.

† See the passage referred to in page 101 of the printed narrative.

In opposition to these authorities, the transfer of the zemindary rights of the zemindars of the 24-Pergunnahs by Jafer Aly Khan to the English Company, and their consequent dispossession, without any stipulation of an allowance to them, have been quoted. But a precedent deduced from the practise of an usurper, raised to his station by English power, and established in their favor, at a time when all legal Government was subverted, cannot prove much. When Casim Aly ceded Burdwan and other districts to the Company, he made over the rents of them only; and in defining the power which the English were to exercise over Burdwan, called the zemindary of Tilluk Chund, he directs that they shall keep the zemindars and tenants in their places.\* And the firman executed by the Emperor Shah Aalum, assigning to the Company the country of Ghazceporo and the rest of the zemindary of Rajah Bulwunt Sing, directs that the Rajah shall pay his rents to the Company.† Many other collateral facts and arguments might be here adduced; but the preceding authorities are decisive, I conceive, to prove that the zemindars had formerly a property in their lands, and that this opinion was not adopted on the suggestions of partial interested natives since the Company's acquisition of the dewanny. An acknowledged right

Remarks on  
Jafer Aly  
Khan's trans-  
fer to the Com-  
pany of the  
rights of the  
zemindars in  
the 24-Per-  
gunnahs.

Rights of  
zemindars and  
tenants reserv-  
ed in Casim  
Aly's cession of  
Burdwan.

And the  
Rajah of Ben-  
ares directed  
to pay his re-  
venue to the  
Company in  
the firman of  
the Emperor  
Shah Aalum  
respecting  
that province.

\* See translation of sunnud in the Appendix to Vereist's State of Bengal, No. 47. The sunnuds for Midnapore and Chittagong are stated to have been in the same terms.

† See a translation of the firman in the second Report of the Select Committee of the House of Commons, 1781. The words of the passage referred to are—"The aforesaid Rajah, having settled terms with the Chief of the English Company, is, according thereto, to pay the revenue to the Company."

to dispose of lands by sale admits no other conclusion. Neither this, nor the right of inheritance, is mentioned in the zemindary sunnuds, yet the latter is indisputable.

Appendix  
No. 15.  
Instances of  
zemindary in-  
heritance

#### A P P E N D I X N o . 1 5 .

##### *Zemindary Inheritance.*

The following instances extracted from the canoongoe records, and written many years before the present time, will prove the inheritance of the zemindars. Mr. Grant, in his Analysis, explicitly admits it, but his account of the origin of several of the zemindaries differs materially from my information which is taken from the most authentic documents I can procure.

Rajshahye

#### RAJSHAHYE.

This zemindary consists of three principal districts, Rajshahye, Bhettoreah, and Boosnah, besides several smaller divisions. The zemindary of Bungachy, &c., which forms but a very small part of the whole, was originally conferred upon Rughonundun, the son of Kamdeo, a Bramin, in the name of Ramjeeuwun, about the year 1707, in consequence of the neglect of the former zemindars to discharge their revenues. About the year 1711, Rughonundun, in default of legal heirs, acquired possession of the zemindary of Bhettorcah on the demise of the former incumbent Ranny Serbanny. In 1713 Rajshahye was annexed in consequence of the services rendered by Rughonundun, in defeating and taking prisoner the former zemindar Oudinarain, who, on being refused a remission in his revenues

for military services performed by him, had succeeded to the hills with a considerable force. Boosnah was added on the death of Sectaram, the former zemindar, who was in confinement for murder and rebellion. It is needless to specify the remaining progressive annexations. Ramjeeewun, who long had the management of the zemindary, died about the year 1730, having previously adopted his grandson Ramkunt, who succeeded immediately on Ramjeeewun's death, and was afterwards confirmed by sunnud in 1733. The Ranny Bhowany, his widow, is the present incumbent. Mr. Grant asserts that the zemindary was first conferred on Ramjeeewun in 1725.

## DINAGEPORE.

Dinagepore.

The first known zemindar of Dinagepore, or more probably the first ancestor of the present family, was Sirimunt Chowdry. His grandson Hurram succeeded him, as it is asserted, by adoption. Sookdeo Roy, the eldest son of Hurram, was his successor, and was confirmed in the zemindary by a firman from Shah Jehan or Shah Sujah, dated the 11th Shaban A. H. 1061, or about 1650 A. D. Ramdeo, the eldest son of Sookdeo, inherited the zemindary after his father's demise: he was in possession two years without any sunnud. Jaideo, his brother, succeeded him; but he dying without issue, Praunnath, the youngest son of the former zemindar Sookdeo, obtained the zemindary, and was created a Rajah. He died at the close of the Bengal year 1129, or about 1722 A. D. Rannauth, his adopted son, succeeded him immediately on his demise, and obtained a firman of confirm-

ation in the 6th year of Mahomed Shah, dated the 9th of Rubbee-ul-awul 1136 H., or about 1723 English. In consequence of a failure on his part to pay his revenues, several aumils were successively deputed to make the collections; viz., Lala Oberam, next Lala Kishenchund, then Lala Rokunchund, and lastly, Ramnauth Bundojee. Rajah Ramnauth was the eldest son of a distant relation of Praunnath, who adopted him when he was six months old; his age at his accession to the zemindary was eleven years. Rajah Bydenauth, the eldest surviving son of Ramnauth, succeeded to the zemindary. The present incumbent is Radhanauth, the adopted son of Bydenauth. He obtained a sunnud dated the 21st July 1780 A. D. Mr. Grant, in his Analysis, asserts that the zemindary of Dinnagepore was conferred by Jafer Khan, like all other great zemindaries, towards the latter end of his Government, in the first instance on Ramnauth. That he was supposed to have acquired great wealth by the discovery of buried treasure, and that he enjoyed the special privilege of administering internally his own districts, without being subject, like the other zemindars, to either hustabood investigations, or the immediate control of a Moosulman aumildar.

## Burdwan.

## BURDWAN.

The first origin of this zemindary may be traced to the year 1680, when a very small portion of it was given to a person named Aboo. Kishen Baboo succeeded to him and acquired an increase of jurisdiction. Gunneshram and Kishenram, son and grandson of Kishen Baboo, regularly succeed-

ed. Kishenram was killed in an action with the rebel Sobah Sing, and Juggut Ram, his son, succeeded. He died about the year 1700. Keerutram or Keerut Chund, his eldest son, became his successor, and obtained very large additions to the zemindary. He died about the year 1739, and was succeeded by Chitter Sein his son. On his death in 1744, Tilluk Chund, the nephew of Keerutram, was nominated zemindar. He was succeeded in 1770 by his son, the present incumbent, Tezehund. Mr. Grant, in his account of this zemindary, asserts that it was first bestowed (but subsequently to the year 1722) on Keerut Chund.

## NUDDEA.

Nuddea.

The beginning of this zemindary may be traced to Bowanund, and through his lineal descendants, Gopaul Roy, Ruggoram, and Rooder Roy, to Ramchund, who was concerned in an insurrection, and died in great distress. His brother Ramjewun succeeded him, and the zemindary, on his death in 1719, fell by inheritance to his son Ruggoram. He was succeeded by his son Kishenchund; and he again by his son, the present incumbent. The account given by Mr. Grant is, that the zemindary was originally bestowed, in the beginning of this century, on Ruggoram, a Bramin, descended from Bowanund.

## LUSHKERPORE.

Lushkerpore.

The origin of this zemindary cannot easily be traced. Mr. Grant states it to have been conferred, in the first instance, on Anoopnarain, whereas by the records in my possession he was the sixth in

descent from a possessor who is said to have succeeded according to the custom of his forefathers. This zemindar, whose name I am not now able to ascertain, was succeeded lineally by Puchteraka, Ramehund, Nernarain, Premnarain, and Anoopnarain in 1719. The latter died about the year 1745, and the zemindary has since been divided amongst his descendants.

*Other zemindaries might be traced to an era equally remote.*

*And some to a more ancient foundation*

It is needless to detail the origin or inheritance of any other zemindaries ; though many more might be traced to an era as remote as those mentioned, and some to a much more ancient foundation. Mr. Grant speaks of the *universally new creation of that necessary class of officers denominated zemindars, in the course of Jafer Khan's vice-royalty.* I know not the authority on which this remark has been made. That Jafer Khan punished many of the zemindars for neglect in their payments, for delinquency, and some even without sufficient cause, by dispossession, is notorious ; and their lands were annexed to other zemindaries. But these transactions will not justify the inference which may be drawn from Mr. Grant's remark, nor perhaps the remark itself. I have clearly shown that the zemindaries of Dinaugore, Burdwan, Nuddea, and Lushkerpore were founded before the vice-royalty of Jafer Khan. It was the same with Mahomedshahy, Jessore, and many others. Kishen-churn, the zemindar of Jessore, was one of the victims to Jafer Khan's cruelty, dying under the severity of the confinement in which he was placed

*Succession of zemindars by adoption. Es- tablished usage referred to*

king two years before the grant of the dewanny, to in a firman  
as well as the sunnud of the vizier in conformity  
thereto, expressly states that the zemindary was  
conferred according to the established usage of India.

## J. SHORE.

## APPENDIX No. 16.

*Questions to Gholum Hosein Khan, son of Fukhur-  
ool-Doulah, formerly Nazim of Behar, on the  
rights and privileges of landholders, and his  
answers.*

[Gholam Hosein is the author of a much esteemed history, called *Siyur-oof-  
Mata, akhireen.*]

Appendix  
No. 16.  
Questions to  
Gholam Hosein  
Khan, and his  
answers, re-  
pecting the  
rights and  
privileges of  
zemindars  
and other  
landholders.

*Question 1st.—What is a zemindar? and what  
is a zemindary?*

*Answer.—*The literal meaning of the word *zemindar* is *possessor*, or *proprietor*, of *land*; in the same manner, as *Maldar* signifies possessor of property, or *Zurdar*, possessor of money, but in its general accepted meaning it implies a proprietor of land who pays rent to the Emperor, or any other ruler, and is equally applicable to every landholder, whether possessing a greater or a less number of villages, or only a portion of a village. Land being a species of that property which is deemed transferable in all countries, the proprietorship of it may be obtained in the same manner as that of any other property of a similar nature by gift, sale, or inheritance. The true and rightful proprietorship of land may be obtained by either of the three following modes, by purchase with the mutual consent of the parties; by gift from the proprietor; or by inheritance.

*Question 2nd.*—How is a zemindar appointed?

*Answer.*—According to strict right, no person can become the proprietor of land but by one of the three above-mentioned modes; though by usage the Emperor, or his representative, being displeased with a zemindar on account of his contumacious and refractory behaviour, may displace him, and appoint another by sunnud in his room. The person so appointed is by usage considered as zemindar, and proprietor of the soil; though according to strict right he be not so. It is further to be observed that, since the decline of the constitution in the reign of Furukhsceer, and the introduction of the farming system at the recommendation of Ruttunchund, when corruption pervaded every department of the State, the unprincipled zemindars, by ingratiating themselves with the aumils, or rulers, for the time being, distressed the inferior zemindars by every possible mode, until they were reduced to the necessity of selling their zemindaries to their oppressors, who thenceforward became, by virtue of usage, not of right, the acknowledged proprietors of them. Other zemindars, having desolated their lands by mismanagement and dissipation, were obliged by the ruling power to dispose of them to more prudent and opulent zemindars for the liquidation of their balances. The title of the purchasers of such land was considered good and valid. Towards the close of the reign of Mohummud Shah, during the administration of Ramnarain and Jankoram, and other Nazims of the Behar Province, certain zemindars, by attaching themselves to these officers, acquired great influence, and either by force or under different

pretences, unjustly possessed themselves of the estates of the inferior landholders, till at length becoming rich and powerful, through the connivance of the Nazim, who permitted these usurpations, they declared themselves the proprietors of the lands thus unfairly acquired. It was by the above modes that many zemindars of this province augmented their possessions. From being proprietors of a talook, they became possessors of a pergunnah; and from possessors of one pergunnah, they became possessors of many.

*Question 3rd.—Has he any, and what rights, or immunities?*

*Answer.*—A zemindar enjoys no privileges from the ruling power beyond those of a ryot, which are, that no oppression be practised upon him; that his person and property be not unjustly molested; that in case he improve his lands, duly discharge the dues of Government, and avoiding contumacy, prove himself on all occasions a well disposed subject, he be allowed Nankar, and be showed such other indulgences and favors as his fidelity and attachment may entitle him to.

*Question 4th.—Whence are these rights and immunities derived?*

*Answer.*—The zemindars possess no other rights or privileges than those above specified; and these have existed since the first establishment of a ryot and a hakim, and must continue to exist until their annihilation, whether the amils or farmers pay attention to them or not.

*Question 5th.—Is a zemindary hereditary?*

*Answer.*—Whatever land a zemindar may have become the proprietor of, by any one of the three

above-mentioned modes, descends in the line of inheritance ; since whatever is actual property, such as plate, houses, and other transferable effects, is necessarily hereditary ; but whatever is not actual property, is consequently not of an hereditary nature.

*Question 6th.*—Can a zemindar succeed by inheritance without the sanction of the ruling power ?

*Answer.*—If a zemindary be the actual property of any person, his heir has an undoubted right to succeed to it ; nor is the sanction or permission of the ruler necessary, unless there be a disagreement among the heirs, or a doubt regarding the inheritance. In either of these cases, after adjusting the dispute, and ascertaining the point of inheritance, the ruler allots to each of the heirs his due proportion of the inheritance. Since the declension of the Empire, it has been customary for the ruler for the time being to appoint a successor on the demise of the zemindar, and to bestow on him an honorary dress, &c., according to his rank. The person so invested pays a Nuzzeranah to Government, proportionate to his ability. The eldest son succeeds in the first instance, and after him the eldest of his sons, whose uncles and brothers have villages allowed them for their support according to their respective exigencies.

*Question 7th.*—Are there any, and what instances in which a zemindar has succeeded by inheritance without the confirmation of the ruling power ?

*Answer.*—Many of the former as well as present zemindars, having succeeded to their paternal

inheritance without the express sanction of Government, continued to discharge the established revenue without molestation. This has always been the case with the zemindars of Bojepoor, Tirhoot, Bhettiah, Sircar Sarun, &c. Although the powers of the Emperors be unlimited and despotic, insomuch so that no person can possess any thing without their consent, yet no instance has ever occurred of their preventing the regular succession to an inheritance, excepting when a zemindar had been guilty of disobedience or contumacy; in the former of which cases, a punishment was inflicted proportional to the offence; and in the latter, the delinquent was totally ejected from his zemindary, and an allowance of malikanah granted to his helpless heirs, among whom, if there was a capable person, he was invested with the zemindary. I know of no person holding a zemindary contrary to the inclination of Government, though it is possible that instances of this kind may be found in places where the zemindars are refractory, and where their positions are difficult of access. If, by the term confirmation, it be asked whether such as is found upon mochulkahs, cabooleats, &c., be requisite, I reply that no heir, on succeeding to his inheritance, was ever known to prefer a petition to the ruler to authorize his succession.

*Question 8th.*—Is there any, and what instance in which the ruler obstructed the succession of a zemindary, and gave it away from the legal heir to another person not the heir of the deceased zemindar?

*Answer.*—I know of no person so unfortunate, nor can it be supposed possible that the ruler

should set aside the rightful heir without a sufficient cause, such as rebellion, notorious profligacy, or incapacity. In the former of these cases, he should be totally ejected; and in the two latter, he should be dispossessed of the management of the zemindary, and should have a malikanah allowed him for his maintenance.

*Question 9th.*—Is a zemindary of one kind? or of many? and are there separate and distinct privileges attached to each kind?

*Answer.*—There is no difference in zemindaries, though there be in the rank of the person holding them. Many zemindars, who had been originally independent, Rajahs and Maharajahs, were subsequently enrolled among the grandees of the Empire, and had titles of *Punj Huzary*, *Shush Huzary*, and *Husht Huzary* bestowed upon them, exclusively of Jageers, according to their ranks; besides which they were entrusted with the transaction of the more important affairs of State. Of the above description were Maharajah Juswunt and his ancestors, the chiefs of the Reoty tribe, Rajah Jysing and his ancestors, the chiefs of the Chittoor tribe, and the Rana, the chief of the Seroodoga tribe. Other zemindars of inferior rank, including those who were subject to the payment of revenue, such as most of the present zemindars of Behar, in case they improved their lands, and discharged the dues of Government with punctuality, and were guilty of no fraud or treachery towards the State, were allowed Nankar, and had different degrees of distinction established amongst them; but if they observed an opposite conduct, the Royal Forces were sent to reduce

them to a proper sense of their duty. In the event of their submission and reformation, their offences were pardoned, and they were again received into favor, but in case they continued refractory, the ruler punished them according to their deserts, and in instances of extraordinary criminality expelled them from the country, and gave their possessions to others more deserving of them.

*Question 10th.*—Can a zemindar give, sell, or alienate from the public assessment any part of his land without application to the ruler previous to such gift, sale, or alienation?

*Answer.*—If he be the real proprietor, he may transfer his zemindary to whosoever may be the object of his choice without the sanction or approbation of any one; but since he is liable to the payment of revenue, and the ruler has a right to demand it, it is incumbent upon the zemindar to act in such a manner that no injury occur to the rights of Government. If a deficiency in the revenues should be the consequence of any alienation of land, the zemindar must be responsible for it. The land granted by the ruler, or the zemindar, to indigent persons was usually of the uncultivated arable kind, and not what was actually in a state of cultivation. Of the first of these kinds, there is such abundance that, if grants without number were to be made, there would still remain a large surplus for cultivation. It would, however, be for the advantage both of the giver and receiver, and an act proper in itself, were the sanction of Government to be obtained to all alienations from the public assessment.

*Question 11th.*—Supposing a zemindar to have alienated, given, or sold land without the knowledge of the ruler, was it usual and just in the latter to resume it?

*Answer.*—Whilst the country was in a flourishing state, and the zemindars in prosperous circumstances, and the revenues regularly discharged, Government never resumed such alienations; nor could the supreme power have done it without a manifest injustice to the proprietor of the soil. The extent of the uncultivated arable land was not at that time so great that it would have required ages to bring it into cultivation, but as no person concerned himself about it, it is not surprising that this kind of land lay neglected. Even in these days were cultivation to be extended to the utmost, the present quantity of land in cultivation would be increased in a tenfold degree. In cases, however, when a refractory and turbulent zemindar had made grants of villages or extensive tracts of land to his relations or immediate dependents, the ruler, on ejecting him from his zemindary, might resume the grants made to such persons, if he deemed their removal necessary or proper.

*Question 12th.*—Supposing a zemindar to have forfeited his zemindary by rebellion, contumacy, or default of payment of his rents, was it usual for the ruler to give the zemindary to the heirs of the ejected zemindar? or to any other person?

*Answer.*—Whenever a zemindar was ejected for rebellion or contumacy, his zemindary was given to some one of his relations, who was capable of conducting the business and discharging the dues of Government. In default of such a person,

it was through necessity bestowed upon a stranger possessing the requisite qualifications, who was in duty bound to make a provision, by malikanah or otherwise, for the maintenance of the family of the ejected zemindar.

*Question 13th.*—Are the zemindars, by the laws of the Empire, accustomed to receive any fixed allowances from Government?

*Answer.*—The principal zemindars received tithes and jageers according to their rank, whilst those of an inferior degree, in the event of their being obedient to the orders of Government, attentive to the improvement of their lands, and punctual in the payment of their revenues, received Nankar proportionate to their exigencies, besides which they had no other allowances. The Nankar was deducted from the revenue payable to Government. Afterwards, on the decline of the Empire, villages were granted for Nankar, in lieu of money, as will appear on a reference to the records of the canongoe office.

*Question 14th.*—Did they receive Nankar? and what was the Nankar?

*Answer.*—The nature of Nankar has been explained in the preceding article. It depended upon the extent of a zemindar's lands and revenue, and the amount of it was regulated by his attention to the improvement of the country, and his punctuality in discharging the dues of Government: consequently all did not receive this allowance in the same proportion.

*Question 15th.*—Did they receive malikanah? and what is the nature of malikanah?

*Answer.*—Malikanah in Behar is an allowance in money or land. If in the former, the rate is ten per cent., if in the latter, 10 beegahs in 100. I know not the proportions established in other parts of the country. Zemindars who were incapacitated, and whose lands were khas, were allowed malikanah, but this indulgence was not deemed necessary to such as held the management of their own zemindaries.

*Question 16th.*—Were not allowances formerly made to the zemindars under the head of Muzcoorat? and what is the meaning of Muzeoorat?

*Answer.*—Muzcoorat was not an established allowance, nor had any one a right to it. The cutcherry charges and other necessary expenses incurred by the amnils who superintended the collections were termed *Mu:coorat (specified items)* from the circumstance of their being entered in the accounts. Neither the zemindar nor any one else received an allowance under this head, since it was a term for the cutcherry expenses of a khas collection. The amount of these charges was deducted from the gross receipts, and the remainder only carried to the account of the collections, in order that the expense might fall upon the renters, and not stand a charge upon Government. It was not unsrequent, however, for rapacious amnils to make arbitrary exactions from the zemindars and the ryots, under this head, over and above the actual cutcherry expense.

*Question 17th.*—Are the allowances made to the zemindars, under the head of Nankar, Malikanah, or any other denomination, considered as personal? or as granted for services performed?

*Answer.*—Malikanah is the unalienable right of proprietorship, but Nankar depends upon fidelity and attachment to the State, and a due discharge of the public revenues. Those who were deficient in these points did not receive it. This allowance obtained its appellation of Nankar from “Nan” signifying bread, and “Kar” employment, import- ing that those who render service are entitled to a subsistence. Almost all denominations, excepting alms, being in consequence of some service per- formed, are not of a personal nature. As for instance, if any one render essential service, the ruler will, from a principle of gratitude, bestow upon him wherewithal to place himself and his family in independent circumstances, such as an altum- gha, ayma, or muddudmash; all of which are hereditary.

• *Question 18th.*—If a zemindar was ejected from his zemindary, did he forfeit his Nankar?

*Answer.*—If a zemindar commit a fault of so heinous a nature as to justify his being deprived of his right and property, how can he be left in the enjoyment of his Nankar, which is expressly the reward of service? It would undoubtedly be taken from him.

*Question 19th.*—When any land was given as altumgha, jageer, muddudmash, &c., out of a zemindary, did the proprietor of the land receive malikanah from the person receiving the grant?

*Answer.*—Malikanah is the right of the proprie- tor of land, and therefore if he received it under the ruler, how could the altumghadar, jageerdar, &c., withhold it? Whatever be its amount, it is indis- criminate allowed by the one party as by the other.

*Question 20th.*—A zemindar is bound to pay the amount of his revenues to the ruler; by what criterion were they settled anciently?

*Answer.*—A specific rate was never fixed. In the reign of Akber, and for a long time after, the rents were paid in kind. This mode was highly favorable to the ryot, and consequently productive of cultivation. But the farming system, introduced by Furukhseer, had an opposite tendency. On the decline of the imperial authority, many of the Omrahs in power, such as the Nuwab Muhabut Jung, Nazim of Bengal, and Zehinah Khan, Nazim of Lahore, consulting the prosperity of the country, cherished the ryots and encouraged cultivation; while others, like Boorhan-ool-Meolk, whose views were directed to a different object, oppressed the landholders of every class, and rendered the country desolate. Although the exact quantum of Government's share of the crop be not recorded in the Ayeen Akbery, yet it may be collected from that work; that the quantity was regulated by the produce, and that no more than the stipulated amount was exacted. At the introduction of farming, the khalsah aumils gave in proposals for their respective pergunnahs, whereupon pottahs and caboleats (mutual engagements) were exchanged between them and Government; and agreeably to those engagements, the amount of the stipulated revenue was discharged, unless the aumil stated heavy losses from the severity of the season. In that case the truth or falsity of his representation was ascertained by the deputation of an ameen, agreeably to whose report a remission was granted or withheld, according as the claims of the aumil seemed well or ill founded.

The aumils made the collections by no prescribed or settled rules. Some conducted them by open violence and oppression, some by fraud and cunning, and some with only a small degree of rapacity, though all of them collected sufficient to answer the demands of Government, to defray their immediate expenses, and to provide a fund against future exigencies, so that in fact each person exacted whatever he chose.

*Question 21st.*—Did they anciently execute any caboolcats for a specific sum?

*Answer.*—The crories, after ascertaining the harvest to the satisfaction of the ryot, divided it between him and Government agreeably to the terms of stipulation. If the ryot voluntarily tendered the value of Government's share in money, at the market price of grain, the crory could not refuse to receive it. When the mode of receiving the revenues in kind was superseded by the introduction of the farming system, the aumils entered into engagements for the payment of a specific sum. If the amount had not been specified, to what end were leases and caboolcats granted and executed? The business, however, was conducted in such a manner that the aumil derived a profit, at the same time that the zemindars and ryots enjoyed a competency. Towards the close of the Soobahdary of Muhabut Jung, the zemindars of Behar, in consequence of the supineness of Rajah Ramnarain, obtained the management of the collections and entered into annual engagements for the revenues, which they with difficulty fulfilled in the course of two years.

*Question 22nd.*—Was the zemindar bound by any, and what rules in collecting the rents from the ryots?

*Answer.*—Heretofore the ryots and zemindars divided the harvest between them in equal proportions. The rights of the ryots were by these means preserved, and their happiness and ease consulted. But for 17 or 18 years, the renters, actuated by a variety of motives, have laid a general assessment upon the ryots, equal to the amount required, according to their own calculations, to enable them to fulfil their engagements; and if this proved inadequate to the object proposed, including their own profits and expenses, they added a further assessment, until they obtained the sum required, without any regard to the capacity of the country or the ability of the ryot. This is the only practise I am acquainted with, or have ever heard of, excepting indeed that from the time of Akber, until the reign of Bahadoor Shah, the rents, which were generally received in kind, were collected from the ryots conformably to their engagements and according to the nature and extent of their land. If the ryot preferred paying his rent in money, it was in his option to do so. Government's share of the crop was in such case valued at the current market price of the articles produced.

*Question 23rd.*—What proportion of the produce did the ryots pay to the zemindar or aumil?

*Answer.*—What power have the helpless ryots to give any thing to the zemindar? Their whole hope is centred in being allowed to receive their own rightful share, which is half, or something less than half, of the produce. The remainder the zemindar or aumil appropriates to the dues of Government and to his own subsistence. In the early part of the

Company's administration, when the zemindars possessed unlimited authority, they usually oppressed the ryots for the payment of the revenue, which was then very heavily assessed; insomuch that the ryots did not receive even a fourth of the produce. In those days the sole object of the renters was to complete their engagements and obtain an exorbitant profit. Afterwards, when the country became desolate, they were obliged to rest contented with paying the stipulated revenue and deriving a sufficiency for their own immediate subsistence, and this is at present the case in many places. An over-assessment ruins either the renter or the country, or perhaps both ; since the former, after levying heavy and ruinous exactions upon the latter, must still be unable to fulfil his engagements, the consequence of which must be imprisonment and ruin. Though half of the crop be strictly the ryot's due, yet he thinks himself fortunate if he can get 7 out of 16 pussesries of the produce. But how is it possible that he should receive even this quantity ? Since the renters, without any previous knowledge of the capacity of a district, enter into engagements for more than its actual produce, and are in consequence compelled, through necessity, to make up the deficiency by every species of exaction upon the ryot. The cultivation of the country might, however, be restored were the cultivator allowed his just proportion of the produce, and though restoration of this right to him might be attended with a temporary loss to Government, it would ultimately operate to its benefit.

*Question 24th.*—Was the proportion fixed ? and if it was, by what law ?

*Answer.*—The proportion in well cultivated land is established at half the produce, as above stated; but where the land is poor, the proportion depends upon the terms that the cultivator may be able to make with the renter.

*Question 25th.*—Have any, and what alterations taken place in this proportion, and by what authority and usage?

*Answer.*—The original proportions have been specified above. I shall, therefore, here state the causes of the subsequent deviations. Among these the principal was the adoption of the farming system, which was, as it were, selling the ryots and the country to the farmers, and authorizing every species of rapacity and oppression; since the sole objects of the farmer were to fulfil his engagements to Government, and replenish his own coffers. His engagements bind him to pay a certain sum to Government: in every other respect he is left at liberty to act as he thinks proper. His first request is, that no complaints against him from the ryots or others be attended to. This concession is usually granted, and as usually abused. I have seen with my own eyes hundreds of ryots, with ploughs upon their shoulders, come to complain against the aumil; but no one listened to their representations: and hence it is that the country is reduced to its present state. Whoever possessed power, used it as he pleased. In the time of Muhabut Jung, the farmers did not make any exorbitant demands upon the more powerful zemindars, from an apprehension that the opposite conduct might create disturbances which it would require more than double the amount of the revenues to

quell. It was then that the zemindars, by taking from the ryots no more than was just and proper, kept their lands well cultivated; and after liquidating the demands of Government, were enabled to live in some degree of state and consequence. But on the accession of Casim Alce Khan, they were entirely subverted; and the jumma which his aumils collected from the pergunnahs, instead of being the regular produce of the country, arose from the plunder of the ryots. The officers employed by the Company on their accession to the dewanny, finding the above-mentioned jumma inserted in the accounts, in order to save their own credit, continued the assessment at that standard; and the aumils were of course compelled to realize it, though the ruin of the country was the inevitable consequence. Mr. George Vansittart, at the complaint of the ryots, established the share of the produce receivable by Government at 9-16ths, and that receivable by the ryots at 7-16ths; and these proportions are still nominally preserved, though in some places, owing to the want of sufficient assets for the sunder jumma, the cultivator receives less than his due proportion: the renter of the district, provided he can contrive to fulfil his engagements, being perfectly indifferent in regard to the welfare of the ryot, or the improvement of the country.

*Question 26th.*—What is a chowdhraee? and what is the difference between a chowdhry and a zemindar?

*Answer.*—Many of the principal landholders of Behar were denominated chowdries, as for instance, Bishen Sing, the grandfather of Narain Sing, the zemindar of Seris Cotumba. In the time of Akber and his successors, the crories, in obedi-

ence to the orders of the Emperor, went to Court. Such among the zemindar's relations as possessed abilities, the Emperor, after satisfying himself on that point, nominated to the management of particular districts; and by conducting the business to his satisfaction, they obtained an allowance of Nankar, and received the appellation of *Chowdry*, signifying Chief or Director. Thus the Superintendents of the Customs are denominated chowdries, because it is their duty to superintend the business of this department. In latter times, those zemindars who particularly distinguished themselves by their attention to the ruler, and by the good management of their district, obtained by common consent the title of chowdry. There is no other difference between a chowdry and zemindar than what is here stated. A chowdry has no rights or privileges beyond Nankar and Malikanah; the former depending on his retaining the management of his district, and the latter on his losing it.

*Question 27th.*—What is a talookdary? and what is the difference between a talookdary and a zemindary?

*Answer.*—The proprietor of 10 or 15 villages, or even of a less number, is called a talookdar. The word *zemindar* is a general term applied to all landholders, whether possessing an entire pergannah or not, or only 10 beegahs of land. In this respect they are all equally zemindars. The only point in which there is a difference among them is in regard to rank and authority.

*Question 28th.*—Did you ever hear of any instance in which the King or Nazim purchased lands of a zemindar, and for what purpose? Name the instances?

*Answer.*—I never heard of any Emperor that had bought land of a zemindar except Aurungzeb. In fact, there is little occasion for this practice; first, because the Emperor considers himself the lord and master of the country; secondly, because the revenues, which constitute the value of land, are paid to him; and thirdly, because his will is law. If, however, he propose to erect a mosque, or establish a cemetery, he on such an occasion will undoubtedly purchase land for that purpose; because the tenets of Islam prohibit the celebration of divine service, or the interment of the dead, in places oppressively acquired. Aurungzeb, whom nature had formed for deception, with a view to wipe off the infamy of imprisoning his father, and murdering his brothers, and to give a proof of his moderation and morality, purchased the pergunnahs of Loondy Paulun, &c., in the vicinity of Delhi, in the idea of deriving his subsistence, and supplying his other personal wants, from a fund so fairly and honorably obtained. When the neighbouring zemindars observed the inclination of their sovereign, they presented him with many portions of villages in free gift. These, together with the former, obtained the name of *Surf Khas*, from the purposes to which they were applied; but the purity of them was subsequently contaminated by Furukhseer, who added to them the pergunnahs of Murbut and Baghbut, which he had possessed himself of by injustice and oppression.

*Question 29th.*—Why did the King or Nazim purchase lands since he was the lord of his country, and might therefore have taken them by virtue of that capacity?

*Answer.*—The Emperor is not so far the lord of the soil as to be able, consistently with right and equity, to sell or otherwise dispose of it at his own mere will and pleasure. These are rights appertaining only to such a proprietor of land as is mentioned in the first and second articles. The Emperor is proprietor of the revenue issuing out of the territory under his authority; but he is not the proprietor of the soil. Hence it is that when he grants aymas, altumghas, and jageers, he only transfers the revenue from himself to the grantee.

*Question 30th.*—Do you know any, and what instances in which zemindars have been ejected before the year 1172 Fussily? If you do, name them, and the cause of their ejection?

*Answer.*—Rajah Mokund Sing, the zemindar of Ramgur, having been subdued by Major Camac, Tauj Sing, one of his distant relations, succeeded him in the zemindary, and carried off his women by the agency of the English Troops. On Tauj Sing's death, the zemindary devolved to his son Pursnaut, who is since dead, but the name of his successor I know not. Exclusive of the above, there does not appear, since the Nuwabship of Muhabut Jung to the present time, to have been any instance of an ejection of a zemindar. Some few, indeed, have been put to death for rebellion, &c., but their heirs were permitted to succeed to their zemindaries. Others, such as Rajah Soonder Sing and Pehulwan Sing, whilst acting in the double capacity of zemindar and aumil, after oppressing the inferior zemindars under their authority, purchased the lands of some at an inadequate price, and

obtained those of others solely by the influence of their power. The former of these persons possessed himself in the above mode of the whole pargannah of Shelerghauty, which was, however, afterwards restored in the time of Casim Alce Khan to Gholam Hosein, the nephew of Azeem Khan, the former zemindar of it. In the same manner, Chynpoor Sasram, the unjustly acquired zemindary of Pehulwan Sing, was transferred to the heirs of the original proprietor. In some few instances, where there was no surviving heir capable of managing the business, the most eminent person upon the spot supplied his place and considered himself in the light of proprietor.

*Question 31st.*—What is the difference between a raj and a zemindary? if there be any, specify it, and all the rights and privileges of a raj.

*Answer.*—*Raj* signifies kingdom, and *Rajah*, king. The Hindoo Kings of Hindoostan were called Rajahs, and those among them who possessed extensive dominions, Maharajahs. But when the Mahomedans conquered this country, and assumed the reins of Government, this title gave place to that of Sooltan, or Emperor. The conquerors, however, no less from motives of policy than regard for the honor of the subdued Rajahs, after enrolling them among the Nobles of the Empire, confirmed to them their ancient titles; and in addition thereto bestowed upon them the honorary distinction of *Shush Huzary*, and *Huft Huzury*, with suitable jagers annexed. The title of Rajah was in those days confined to persons of the above description; such as the chief of the Rathore and Kuchooa tribes, and the Rana of Scesodya, whose ancestors were

in the first rank among the rulers of Hindoostan.\* Some time after other Hindoos in high stations, as for instance Toorun Mul and Burbul, the former the minister, and the latter one of the nobles, possessing the confidence of Akber, obtained the title of Rajah, which was also subsequently granted to the dewan of the Khalsa or Exchequer, and of the Tun, or assignments. Afterwards, on the decline of the Empire, it was bestowed upon the dewan of the principal grandees; as for instance upon Ruttunc'hund, the dewan of Cootub-ul-Moolk, in the reign of Furukhseer, and upon Ramnarain, Janky Ram, and Newul Roy. At length Muhabut Jung and Hybut Jung took upon themselves to bestow it upon Soonder Sing and Bishen Singh, and at last many of the powerful zemindars enacted themselves Rajahs by their own authority, and were acknowledged as such by the world at large. A zemindar has been described in article the first. He is totally distinct from a Rajah. The latter, being a Sooltan, possesses no immunities, and with respect to duties he is bound by the same as a Sooltan. The dignities of Sooltan and Rajah are mentioned in the historical and religious books both of the Hindoos and Mahomedans.

*Question 32nd.—What is a yehtimam? specify its nature?*

*Answer.—*The literal meaning of the word *yeh-timam* is various. In one sense it signifies *enduring anxiety*, implying that, whoever may be appointed to any employ, is anxious about his trust to the end that he may not lose it, or

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\* See Rennell's memoir, Introduction, page 134.

incur the displeasure of his superiors. This interpretation, however little satisfactory, is the only exposition that can be given on the present occasion. But whether or no any office actually exist under this appellation by the authority of the sovereign, I am not informed either by report or in the course of my reading.

*Question 33rd.*—What are the powers, privileges, and business of an yehtimamdar?

*Answer.*—What rights or privileges can an office, that appears never to have existed, possibly possess?

*Question 34th.*—Is a yehtimamdar appointed by sunnud or otherwise?

*Answer.*—If there be an office of this kind, the person holding it ought certainly to have a sunnud, since possession of such a deed seems essential to persons exercising authority. Some officers, however, are invested in employments by the mere donation of an honorary dress.

*Question 35th.*—What is the difference between an yehtimamdar and a zemindar?

*Answer.*—The answer to this question is implied in the answers to the 23rd and 33rd.

*Question 36th.*—What is a crory? Has he any, and what privileges? And whence does he derive them?

*Answer.*—When the Emperor Akber, after distributing his Empire into soobahs, circars, and per-gunnahs, and after measuring the land and ascertaining its produce, had arranged the territory under three kinds, the first for the use of the khalsa, and the other two for jageers, aymas, &c., and had valued the produce in daums at the rate of 40 to a rupee, he very wisely appointed an

aumil to the superintendence of an extent of country yielding one crore of daums, and hence the appellation of crory took its rise. This officer received a fixed allowance from court, according to his merits, for himself and his umlah, besides which he had no other rights whatever, excepting that, in so far as he discharged his duty with fidelity and uprightness, he rose in proportion to rewards and honors, even to the dignity of a grandee of the Empire.

*Question 37th.*—Does an yehtimamdar, chowdry, or crory receive any allowance in land or money? and how much?

*Answer.*—The yehtimamdar is out of the question; and with respect to a chowdry and crory, I have before observed that the former is allowed an established Nankar in money from the produce of his pergunnahs, and that the latter receives a monthly salary. Instances no doubt may have occurred of crories that have risen to honors and obtained grants of jageers and altumghas.

*Question 38th.*—What are, and what were, the denominations of the several officers employed in the management and collection of the revenue? Name them all, with their respective occupations and privileges?

*Answer.*—The institutes of Akber continued in use until the time of Behader Shah, during which period the country was in a high state of cultivation, and the ryots were in the full enjoyment of the blessings of peace and society. Agreeably to Akber's arrangements, the following officers were appointed to each croryship: one aumil (or crory); one noveesindeh (or paishkar); one khuzanchy; two

jureebkush, to measure the land in cultivation ; one zabit ; one tuppehdar ; and one upright moonsif, to the end that after the measurement of the land and the ascertainment of the crop shall have been fairly and truly made, without the sacrifice or usurpation of the rights of either the ryot or the State, he might separate Government's proportion of the produce\* from that of the ryot according to the terms of stipulation ; one mohurir, for the purpose of taking an account of the land and crop, and of the adjusted proportion of the produce ; and lastly, a number of meerdchs, according to the extent of the district, with ten poons associated to each ; the word *meerdeh* signifying *the head of ten*. On the commencement of the farming system, such mehals as still continued khas had the following officers appointed to them : one aumil, one paishkar, one noveesindch-wasil-baky, one noveesindeh-waz-kham, one seah-novees, one etlak-novees, one serishtchdar of the bukhsheegury, and one khuzanchy, besides which there was a seebundy allowance for horsemen and peons. The duty of the paishkar, after informing himself generally of the business by examining the accounts of former years and the assets of the present, was to make the settlement of the district, to keep a summary of all transactions, and to superintend and control the accounts of the subordinate officers under him. It was the duty of the seah-novees to keep an account of the daily receipts of revenue from each village, and afterwards to draw out a general abstract of each day's collections. Of the kham-novees it was required to enter the sums daily received and expended, to adjust the ursuttah, or monthly treasure

accounts, and to draw out a general account of receipts and disbursements for the whole year. The *wasil-baky-novees* was enjoined to take an account of the receipts and balances of the several renters, and to compare them with the statement of demands upon each. The duty of the *etlak-novees* required him to issue orders for the payment of revenue and for other purposes, and after ascertaining from the officers stationed in the several mehals the amount of peons' wages received, to allow three-fourths to the peons, and to bring the remainder to the credit of Government. To the *serishtehdar* of the *bukhsheegury* it was enjoined to draw out a statement of the allowances of the several officers; and to keep a register of all appointments and dismissions. Sometimes a paper, containing the number and wages of the several officers to be employed, was prepared at court, and delivered to the *aumil*, and sometimes part of the officers were appointed from court, and the nomination of the remainder left to the discretion of the *aumils*. Where the mehals were let in farm, the number and appointment of the *umlah* rested entirely with the farmer.

*Question 39th.*—If a zemindar have no heir, has he a right to adopt one?

*Answer.*—Adoption is in use among such Hindoos and Mahomedans as have no children of their own. The ceremony which the former observe on this occasion is termed *holding a Ras*. The child to be adopted is delivered over by its parents, of their own free will, to their kinsman who makes the adoption; and as the father formally renounces all further claim to his child, the latter from that

moment ceases to have any dependence on his parents, and becomes in fact the son and heir of the adopter, to whose property of every kind he is the lawful successor. A Hindoo is at full liberty to act as he thinks proper with respect to adoption, and no person has any power to prevent him. With Mahomedans the case is somewhat different ; for though they be allowed to adopt, yet the child adopted possesses not the right of inheritance, and the other rights appertaining to a son by blood. If, however, the adopter make over his property to him by a deed of gift, and put him in possession of that property during his own life-time, in such case he may become the possessor of the adopter's property.

*Question 40th.*—Has a person so adopted a right to succeed to the zemindary ? and whence is that right derived ?

*Answer.*—In the case of a Hindoo, the rights of the person adopted, according to the Shaster, are the same as those of the adopter ; but in the case of a Moosulman, the former has no right to any part of the property of the latter beyond what he may have received from him during his life-time.

*Question 41st.*—Is not the approbation of the ruler necessary to confirm the succession of an heir by adoption to a zemindary ?

*Answer.*—As adoptions are generally made to alleviate the distress of parents who have no issue of their own, and in order that the female part of the family, in case of accidents, may have some person to look up to, and as the interests of Government are not injured thereby, the consent of

the ruler is not absolutely necessary ; but if there be any grounds for an apprehension that the person adopted may hereafter meet with opposition and trouble from the enemies of the family, it will, under such circumstances, be prudent to report the case to the ruler, and obtain from him a sun-nud in favor of the adopted person. A son by blood and a son by adoption, with respect to Government, are the same. The former, if he be a capable person and worthy of trust, will be employed ; and the latter, in case he be of the opposite stamp, will not be trusted.

*Question 42nd.*—What is a ryot ? and how many kinds of ryots are there ?

*Answer.*—All who reside within the limits of any person's territory are that person's ryots. Ryots are distinguished into different classes, according to the pretensions of the individuals composing them ; and each class is treated agreeably to its particular rank in the general distribution. Some are chiefs of tribes, some noblemen, some men of letters, some merchants, some follow the profession of the pen ; whilst others are artificers, mechanics, tradesmen, servants, porters, laborers, husbandmen, &c. It is needless to specify the particular duties of these different persons, since they are so universally well known.

*Question 43rd.*—What are the rights and privileges of a ryot ?

*Answer.*—The duties of a ryot are to be submissive to his superiors, to execute the business entrusted to him, to be well inclined towards his ruler, to speak well of him, and to assist him in any emergency to the extent of his ability. On

the other hand, it is incumbent on the ruler to consider the ryots as entrusted to his care by Providence, to esteem them in the light of his own children, to protect them from oppression, to feel and participate their miseries, and, above all, to regard them with an eye of benevolence and kindness. Such a conduct cannot fail of conciliating their affection and gaining their esteem. In proof of this, I need only observe that, in the commencement of the administration of Meer Jafer Khan, when the King and Mohummud Cooly Khan invaded the province of Behar, the body of the people, recollecting the regard which former sovereigns had showed for the welfare of the inhabitants of those dominions, and considering his Majesty as descended from the same benevolent family, espoused his cause, and interested themselves in his behalf; but when they saw that from his supineness and inattention, he unconcernedly suffered his troops to ravage the suburbs of the city of Patna and the country around, and to plunder the inhabitants of their property of every kind, and alarm them for the safety of their women; and saw at the same time that the English Forces, which marched across the country, observed, in every respect, the opposite conduct, they reversed their sentiments, and sincerely wished well to the cause of the English; and in the end the English were successful.

*Question 44th.—What are the rights of a zemindar or talookdar over the ryots? and vice versa?*

*Answer.—*The same as those set forth in the preceding article; a zemindar, and also a talookdar, being a kind of a ruler, and the inhabitants of

his zemindary or talook being, as it were, his subjects. There are, however, some other duties obligatory on each of the parties; as for instance, the ryot is bound not to be remiss in cultivating his land and discharging his revenue; and it is the duty of the zemindar or talookdar, on the other hand, to adhere to the terms of his engagements, and not to harass and oppress the ryots, or make any exaction from them beyond the amount of the stipulated revenue.

*Question 45th.*—What is the nature of ryoty pottahs? Are they of different kinds or not?

*Answer.*—The form of a pottah is invariably the same. In substance, however, they differ, with respect to the stipulations, which are regulated by the well or ill-cultivated state of the land.

*Question 46th.*—Who is the proprietor of the soil? The king, the zemindar, or the ryot?

*Answer.*—He who obtains land by gift, sale, or inheritance is the proprietor of it; and he whose ancestors have been in the possession of it from generation to generation, beyond the memory of man, is to all appearance the owner of it.

*Question 47th.*—How many different authorities subsist between a ryot and the head officer of Government in a district?

*Answer.*—The names of the several officers in the time of Akber and his successors, until the days of Muhabut Jung, have been specified above. As the officers now employed are not the same in every district, to enumerate them all would be an endless undertaking. Wherever the superior officer is an intelligent and upright man, all authority centres in his own person, because those under him act by his

orders. Hence in such a district there appears but one authority. But where the supreme officer is evil disposed, oppressive, indolent, or deficient in understanding or experience, his dewan, his mohurirs, his hircarabs, his peons, his slaves, his very domestics and menial servants, in short, all persons about him, assume authority, and exercise it uncontrolled, in the plunder of the ryots. These are oppressed first by the peons, who, in their turn, are oppressed by the jummadars; secondly, by the walidahdars, who are stationed throughout the country; next by the mohurirs and paishkars; thereby the aumil, dewan, and all the relations and dependants; and, last of all, by the superior officer himself.

*Question 48th.*—Does a zemindary sunnud, like an altumgha sunnud, specify that the property it conveys is hereditary?

*Answer.*—I have before stated that a zemindary is rarely held by sunnud, but usually by right of property, which is in its nature hereditary. If, however, a zemindar shall have been ejected from his zemindary for a most atrocious offence, and the ruler, in a spirit of injustice, or from motives of indignation, shall have set aside the innocent heir, who, on a principle of equity, is not punishable for the offences of his father, and have granted away the zemindary to a stranger under a sunnud specifying that it is to descend from father to son in lineal succession, the heir of such stranger will become the proprietor of the zemindary, and may take possession of it accordingly; but if such a clause be not inserted in the sunnud, only the person receiving the zemindary will enjoy it, after which it will be at the disposal of the ruler.

*Question 49th.*—Is it necessary for the heir of an altumghadar to obtain a sunnud from the ruling power in order to render his title valid?

*Answer.*—The clause “*from father to son in lineal succession*” is inserted in an altumgha sunnud in order to secure the grant to the posterity of the original proprietor. Hence it is that the altumgha firmans issued in the time of Akber, Jehangeer, Shah Jehan, and Aulumgeer are still in force. Besides an altumgha is a free gift, and it is repugnant to the feelings of a noble and generous breast to resume what has once been voluntarily bestowed.

*Question 50th.*—What is the meaning of the term *Khidmut* in a zemindary sunnud? Does it not imply that the zemindar is liable to be ejected at the pleasure of the ruler?

*Answer.*—I have before explained that a zemindary sunnud is generally granted on the ejectment of a zemindar for some atrocious offence. In such case, as the new zemindar does not succeed to an inheritance, but obtains a zemindary on the simple *fiat* of the ruler, the obligation of service, under such circumstances, will certainly be required to the end that, if he fail in this point, he may be set aside; for if an hereditary proprietor may be ejected from his inheritance for an offence, why should this person be exempt from the like consequence.

*Question 51st.*—If so, whence has it happened that zemindars succeed by inheritance?

*Answer.*—A zemindar holds his zemindary by virtue of inheritance; and unless his conduct be exceptionable, the ruler will not unnecessarily

molest him ; but if he commit an offence, he will undoubtedly be punished, even to ejectment from his zemindary ; and the ruler, in that case, will substitute one of his kinsmen in his room in preference to a stranger.

*Question 52nd.*—How can a zemindary be deemed an inheritance since it is not declared to be so in the sunnud ?

*Answer.*—I have already remarked that a zemindary is obtained by inheritance, not by gift from the ruler, and that a zemindar does not hold his land by a sunnud. The stranger substituted by the ruler in the room of an ejected proprietor must certainly possess a sunnud, and abide by the obligations of it.

*Question 53rd.*—If the office of zemindar be hereditary, are any other, and what offices under Government so considered or declared ?

*Answer.*—When the Empire was in its vigor, no office was hereditary. His Majesty appointed and dismissed his officers at pleasure. But when the imperial authority began to decline, and that of the omrahs to increase in proportion, they held their appointments independently of the Court, and transmitted them to their children, who, if they were unequal to the business, were usually dispossessed by those whose ambition prompted them to aspire to the succession. This was the case in the Dukhin, in Lucknow, and in Bengal. With respect to superintendents of offices, such as were capable persons, particularly in the canoongoe's department, usually succeeded in a regular descent from father to son, as an encouragement to them to attend more diligently to the duties of their stations.

*Question 54th.*—Does a sunnud for lakheraj land, or a pottah for revenue land, granted by a zemindar, require the countersignature of the ruler to render it valid?

*Answer.*—Whoever has the charge of the revenues of a pergunnah, whether the zemindar or any other person, if he consult his own benefit or that of the revenues, he will grant pottahs to the ryots under his own signature, or under that of his naib, for the cultivation of revenue land. These pottahs require not the countersignature of the ruler. I cannot understand the term lakheraj, unless it be used to express the land which the zemindars occasionally grant to individuals rent-free. These grants never attract the attention of the ruler so long as he receives the full amount of the stipulated revenue of the district, and possesses other extensive territories besides. It must, however, be acknowledged that a sunnud from the ruler could not fail of corroborating that of the zemindar.

*Question 55th.*—If it do, what officer's signature is required?

*Answer.*—As there is a gradation in the rank of the officers of Government, the same gradation in respect to validity holds in the sunnuds they respectively grant, and consequently the sunnud of the supreme ruler is of all the most valid. The possession of a sunnud from some one of these officers is a security and protection to the party holding it, though heretofore it was not customary to take out deeds of this kind.

*Question 56th.*—Whence, and from what period, has the term zemindar obtained?

*Answer.*—From the earliest establishment of sovereign sway, and of the practise of demanding revenue. Whoever possessed a tract of land for which he paid revenue, was, literally speaking, a zemindar; but as this word is of Persian origin, it is most probable that the Persians, when they originally invaded Hindoostan and assumed the reins of Empire, introduced the term zemindar, and applied it to the deposed Rajahs from whom they exacted revenue.

A. CALDECOTT.

*Translated February 29th, 1788.*

APPENDIX No. 17. •

*Translation of the Royroyan's answers to the following questions, respecting the rights, privileges, &c., of landholders in general.*

*Question 1st.*—What is a zemindar? and what is a zemindary?

*Answer.*—A zemindar is a person possessing hereditarily, on the condition of obedience to the ordinances of Government, a tract of land under the denomination of a pergunnah or chucklah, subject to the payment of revenue; and a zemindary is that land registered in the records of Government in the name of such person.

*Question 2nd.*—How is a zemindar appointed?

*Answer.*—On the demise or ejection of a zemindar, his successor, after having proved his hereditary right, is appointed by virtue of a dewanny sunnud, on paying a nuzeranah and paishtush, as established by former rulers for the advantage of Government; so that in fact the succession to a emindary is by inheritance.

*Question 3rd.*—Has he any, and what rights and immunities?

*Answer.*—The rights of a zemindar are restricted to his *birl*, *khomar*, and *muzcoorat*; that is to say, zemindary charges, *nankar*, *dustoorat*, *malikanah*, &c., and the duties of a zemindar comprehend a complete discharge of his revenue, the cultivation and improvement of his country, the protection and security of his ryots in conformity to the usage of the country, his conduct of any other affairs committed to him, and a constant observance of the orders and regulations of the ruling power.

*Question 4th.*—Whence are those rights and immunities derived?

*Answer.*—A zemindar derives his rights either from his ancestors who enjoyed them before him, or from the purchase of the inheritance of another, or from the attainment of it by the payment of a *nuzeranah*, *paisheush*, &c. It is incumbent upon him, in each case, to obey the ruling power, to be responsible for the affairs of his zemindary, to defend his country, and to cherish his ryots.

*Question 5th.*—Is a zemindary hereditary?

*Answer.*—For a long time past zemindaries have descended in the line of inheritance. The revenue is the right of Government, and the soil the inheritance of the zemindar; hence a zemindary is hereditary.

*Question 6th.*—Can a zemindar succeed by inheritance without the sanction of the ruling power?

*Answer.*—The ruling power having always had a regard to the right of inheritance in the disposal of a zemindary, its descent in that line may be said to have obtained the sanction of Government,

and hence it is that this mode of succession has invariably prevailed.

*Question 7th.*—Is there any, and what instance in which a zemindar has succeeded without the confirmation of the ruling power?

*Answer.*—The zemindars of a middle and inferior rank, such as those of Mohummudameenpore, Surfrazpore, &c., and the talookdars and muzzoories at large hold their lands to this day solely by virtue of inheritance; whereas the superior zemindars, such as those of Burdwan, Nuddea, Dinagepore, &c., after succeeding to their zemindaries on the ground of inheritance, are accustomed to receive, on the payment of a fuzeranah, paishoush, &c., a dewanny sunnud from Government. In former times the zemindars of Bishenpore, Pachete, Beerbhoom, and Roshunabad used to succeed, in the first instance, by the right of inheritance and by the established practice of their respective families, and to solicit afterwards, as a matter of course, a confirmation from the ruling power.

*Question 8th.*—Is there any, and what instance in which the ruler altered the succession of a zemindary, and gave it away from the legal heirs to another person not the heir of the deceased zemindar?

*Answer.*—During the existence of an heir, and as long as he paid up his revenue, the ruling power never granted the zemindary to any other person. But where a zemindar misbehaved, or where there was no heir, or where the existing heir failed in the discharge of the revenues or in the observance of the orders of Government, the middle and inferior zemindaries used, under such circumstances,

to be given to the zemindars of a superior degree. For a further explanation of this subject, *vide* article the 30th. \*

*Question 9th.*—Is a zemindary of one kind or of many? and do the rights and privileges of a zemindary vary according to its nature?

*Answer.*—Zemindaries are of various kinds. Some are obtained by inheritance, some by clearing the country of wood, some by the ejectment of the former possessor for ill behaviour, some by purchase, and some in trust. Among these, some are large, and some small, yet in respect to the payment of the revenue and observance of the orders of Government, their privileges and duties are uniformly the same, except that there is a difference in point of rank between the superior and inferior landholders, and except that the particular rights and privileges of the families of some zemindars differ from the general usage of the country at large.

*Question 10th.*—Can a zemindar give, sell, or alienate any part of his land without application to the ruler previous to such gift, sale, or alienation?

*Answer.*—A zemindary being absolute and hereditary property, on the condition of paying a revenue to Government, a zemindar has possessed the power, for a long time past, to alienate, give away, or sell his zemindary land, and Government has uniformly acknowledged it.

*Question 11th.*—Supposing a zemindar to have alienated, given, or sold land without the knowledge of the ruler, was it usual and just for the latter to resume it?

*Answer.*—Whatever lands a zemindar gave away, sold, or alienated from his zemindary without the authority of Government, the ruling power, regarding the practise and usage of the country, which have allowed this power to the zemindar for a long time past, did not resume.

*Question 12th.*—Supposing a zemindar to have forfeited his zemindary by rebellion, contumacy, or default of payment of his rents, was it usual for the ruler to give the zemindary to the heir of such zemindar, or to any other person?

*Answer.*—Whenever a zemindar was ejected in consequence of rebellion, &c., the ruling power, in case of extraordinary criminality, with a view to the well-being of the affairs of the zemindary (which consists in payment of the revenues, observance of the articles of stipulation, and obedience to the ordinances of Government), and at the same time showing regard to established usage, gave the zemindary to his heir. But if the heir had been an accomplice in the rebellion, or refused to discharge the dues of the State, the zemindary was then granted to some other person. In cases of a less criminal nature, the offence was pardoned, and the offender reinstated in his zemindary on paying a fine, and executing an engagement for his future good conduct.

*Question 13th.*—Are the zemindars, by the laws of the Empire, accustomed to receive any, and what allowances in land or money?

*Answer.*—The zemindars of the Soobah of Bengal possessed *Chakuran*, *Khomar*, *Dewuller*, *Sudda Birt*, &c., lands which are differently denominated in different places, besides which they received also

a small allowance in money on account of *muzcoorat*, the proportion of which is regulated by the extent of the zemindary, the rank of the possessor, and the amount of his expenses. The zemindars of the Soobah of Behar were allowed *nankar* lands and villages, *dustoorat*, and *malikanah* in money, at the rate of from five to ten per cent. When the amount exceeded or fell short of these proportions, there always existed some special reason for the deviation.

*Question 14th.*—Did they receive *nankar*? and what was *nankar*?

*Answer.*—*Nankar*, which signifies the subsistence of a zemindar, is given to him as a permanent allowance, at the rate specified in the preceding article.

*Question 15th.*—Did they receive *malikanah*? and what is the meaning of *malikanah*?

*Answer.*—The *malikanah*, or right of proprietorship, furnishes the subsistence of a zemindar. When his lands were farmed out, or held *khas*, he received his *malikanah* from the *aumil* or farmer; when the management was in his own hands, he was uncontrolled. The rate of this article is mentioned above.

*Question 16th.*—Was not an allowance formerly made to the zemindars under the name of *muzcoorat*? And what is the meaning and nature of *muzcoorat*?

*Answer.*—The *dustoorat* of the zemindar, the *russoom* of the *canoongoes*, and the other zemindary charges, are collectively denominated *muzcoorat*. This allowance was granted for the charges of collection, and the zemindars received credit for it in

their *jumma wasil baky*, or account of demand, receipts, and balance. It comprehends nankar, ikhrajat, khyrat, and various other articles, without any specific limitation of their respective amounts. For a long time past the zemindars' *dustoor* in Bengal has been between two and three per cent., the *mocuddumy* five per cent., and the *russoom canoongoe* half per cent.

*Question 17th.*—Are the allowances made to the zemindars, under the head of nankar, malikanah, or any other denomination, considered as personal, or as granted for services performed?

*Answer.*—The nankar, malikanah, &c., which were allowed to the zemindars, were not attached to their persons or offices; they received them as the rights of proprietorship.

*Question 18th.*—If a zemindar was ejected from his zemindary, did he forfeit his nankar?

*Answer.*—Whenever a zemindar was ejected from his zemindary, he lost the nankar attached to it, and the person who succeeded him obtained it. In case he petitioned for a subsistence, the ruling power, from motives of compassion, either granted him a part of the nankar, or made some other provision for his maintenance.

*Question 19th.*—When any land was granted by the ruler in altumgha, jageer, muddudmash, &c., out of a zemindary, did the zemindar, as proprietor of the land, receive any, and what malikanah from the person receiving the grant?

*Answer.*—The granting of altumgha, jageer, and muddudmash lands depends upon the Emperor. In cases where the ruler, agreeably to ancient custom, made donations of this kind, he procured for

the person receiving the grant a sunnud of confirmation from the Emperor. By the grant of an *al-tumgha*, &c., a zemindar loses his zemindary, and hence it is that in such cases he receives a *malikanah* from the possessor agreeably to the mode and rates in usage.

*Question 20th.*—A zemindar is bound to pay revenues to his ruler. By what mode was the amount of it formerly regulated?

*Answer.*—In the time of former Nazims, the revenues of the zemindars were settled according to the *Tukseem* and *Toomar Jumma*. Afterwards a small *Tushkheesy* increase was superadded, and a settlement made under that appellation, upon which the *khas nuveesy*, *chout*, *nuzeranah*, &c., muthotes were subsequently assessed, exclusive of the articles of *pooshitabundy*, *bnha-i-khelat*, and *russoom nizamut*, which were severally deducted from the gross amount of the remittances.

*Question 21st.*—Did they anciently execute any caboolet for a specific sum?

*Answer.*—The zemindars subscribed their names to deeds of settlement and kistbundies in the following forms. On the deed of settlement they wrote—"We will pay the above sum into the treasury without excuse;" and on the kistbundy;—"we will pay such a sum into the treasury, agreeably to the stipulated periods." A zemindar, though under no caboolet, is bound by the custom of the country to keep the peace, and obey the orders of Government. Some zemindars, on obtaining their zemindary sunnuds, execute caboolets to the above effect, and in cases where the conduct of a zemindar gave rise to suspicion,

the ruling power exacted from him engagements of this nature as a kind of security for his good behaviour.

*Question 22nd.*—Was the zemindar bound by any, and what rules in collecting the rents from his ryots?

*Answer.*—The *Assul* rent was levied from the ryots according to the jummabundy, or rate of assessment, of each village; the *Abwab* according to the rate of each pergunnah; and the charges, *Muthote*, &c., according to the rate of each chucklah. In making the collections, regard was always had to the time of harvest and ability of the ryots.

*Question 23rd.*—What proportion of the produce did the ryots pay to the zemindars anciently?

*Answer.*—In the Soobah of Bengal the ryots have always paid their rents in money. The crop of the khomhar land is usually divided between the zemindars and ryots in equal proportions, though in some places the latter are allowed more, and in others less; but for this fluctuation there is no specific rule. In the Soobah of Behar custom has established the share of the zemindar at  $22\frac{1}{2}$  seers, and that of the ryot at  $17\frac{1}{2}$ ; but variations from these proportions occasionally occur.

*Question 24th.*—Was this proportion fixed? and if so, by what law?

*Answer.*—Exclusive of the proportions specified in the preceding article, an addition of 2 or 3 seers was exacted from the ryots at the time of reaping and gathering in the harvest, under the head *Bihraee* and charges of *Kunkoot*, or valuation of the crop.

*Question 25th.*—Has any, and what alteration taken place in this proportion? if there have, by

what authority, or custom, was the innovation introduced ?

*Answer.*—The proportions specified in the written engagements throughout the Mofussil have undergone no variation, though some zemindars and farmers, at the time of the harvest becoming ripe, have broken through their agreements, and under the pretence of charges and Bihrcace have exacted more than their due, from a principle of dishonesty in themselves, and from a want of vigilance in the officers of Government.

*Question 26th.*—What is a chowdhrace ? and what is the difference between a chowdhry and a zemindar ?

*Answer.*—A chowdhrace was an office, and the person appointed to it was called chowdhry. The collection of the revenues from a number of talookdars was given in trust to him. This office has long since fallen into disuse in Bengal. Such among the landholders as retain the appellation of chowdhry derive it from the circumstance of some of their ancestors having formerly held that appointment; and those who purchase the lands of such persons assume the title of the former possessors. In the Soobah of Behar, the office of chowdhry in some measure still exists; but even there, some zemindars and talookdars are nominal chowdhries in the same manner as in Bengal. Upon the whole, therefore, it appears that there is a material difference between a zemindar and a chowdhry.

*Question 27th.*—What is a talookdary ? and what is the difference between a talookdary, chowdhraee, and zemindary ?

*Answer.*—Whoever possesses a number of villages by hereditary right, subject to the payment of revenue, is a talookdar. A zemindary is much larger in extent than a talookdary. In regard to the rights of property and inheritance, they are the same; but there is a difference in point of revenues, dignities, and privileges arising from a difference in extent of territory. The distinction between a zemindar and a chowdhry has been explained in the preceding article.

*Question 28th.*—Did you ever hear of any instances in which the King, or Nazim, purchased lands of a zemindar, and for what purpose? Name the instances?

*Answer.*—It is related that the Emperor Akber purchased lands from the zemindars and others for the forts of Akberabad and Illahabad, and that Shah Jehān and Aulumgeer made similar purchases; the former for the fort of Shahjehanabad, and the latter for mosques, as well as for the fort of Aurungabad; but as those events happened a long time ago, the names of the zemindars, &c., are not known.

*Question 29th.*—Why did the King, or Nazim, purchase lands, since he had the power to take them?

*Answer.*—A zemindar is a payer of revenue. By ancient usage the revenue belongs to the Emperor, and the soil to the zemindar. The Emperors, keeping in view the practice of former times, considered the taking of land, without paying for it, as an act of oppression, and in this persuasion, they adopted the contrary method, because it appeared to them founded in right.

*Question 30th.*—Do you know any, and what instances in which zemindars have been ejected before the year 1172 Fussily? Name them, and the cause of their ejection?

*Answer.*—From the time of the Nuwab Muhabut Jung, or from the year 1172, to the time of Jafer Aly Khan, no principal zemindar was ejected, excepting the zemindar of Rajshahye, although the possessions of inferior zemindars were in some cases annexed to those of superior zemindars. For instance, the zemindary of the pergunnah of Arsali, on the death of the zemindar without issue, was bestowed by the Nuwab Muhabut Jung upon the zemindar of Burdwan, in consideration of his having furnished a supply of grain at the time of the Marhatta invasion, notwithstanding the wife of the deceased zemindar was delivered of a son soon after. The pergunnahs of Suntose, Butasum, Kaleegong, &c., were given, on their respective zemindars dying without heirs, to the zemindar of Dinagepore. On the like occasion the zemindary of Shapoor was granted to Sumboochund, the son of Rajah Kishenchund, the zemindar of Nuddea; and in the same manner the pergannah of Goomgur was bestowed on the zemindar of Mysadul, as was also the pergannah of Saicedpore on Sulah Uddeen Mahummud Khan. The particulars of the ejection of inferior zemindars can only be learned by a tedious reference to volumes of records.

*Question 31st.*—What is the difference between a raj and a zemindary? if there be any, specify it, and all the rights and privileges of the former?

*Answer.*—The meaning of *Rajah*, in the Hindee language, is *king*, and *Raj* is the same as *kingdom*.

The same distinction that subsists between a king and a zemindar subsists also between a raj and a zemindary. Zemindars obtained the title of Rajah solely in augmentation of their dignity. At present there are but few Rajahs or Raj. The Rajahs of Assam, Sircenugur, and Nipaul still retain their Raj, are seated on thrones, coin their own money, and pay tribute to no one. The Rana, who was the chief of the Rajahs of Hindooostan, at present possesses but a small tract of country, though he is exempted from the payment of tribute and exercises the power of life and death throughout his dominions.

*Question 32nd.*—What is the nature of a yehtimamdar? and what are his powers, privileges, and business?

*Answer.*—A yehtimamdar is a kind of tehseldar, possessing authority to realize the revenues. He is a servant, and his duty is to perform the obligations of his service. In case he be called upon for a balance, his accounts undergo an inspection, and he obtains his release accordingly.

*Question 33rd.*—Is a yehtimamdar appointed by a sunnud or otherwise?

*Answer.*—A yehtimamdar was usually appointed by a short sunnud, though in some cases his appointment was merely verbal, depending on the signing of his *burawurd*, or establishment. Sometimes he was deputed into the country on the part of the zemindar, and sometimes on the part of the aumil.

*Question 34th.*—What is the difference between a yehtimamdar and a zemindar?

*Answer.*—There is no affinity between a zemindar and a yehtimamdar, the former possessing an inheritance, and the latter being an inferior officer. It is true the accounts of the canoongoe's office, which contain the names of the zemindars, together with the pergunnahs, kismuts, &c., are called the yehtimambundy papers, but this appellation has a reference to a different question.

*Question 35th.*—What is a crory? Has he any, and what privileges? and whence does he derive them?

*Answer.*—The tehseldar of a crore of daums is called a crory, though the term signifies generally a collector of the revenues on the part of Government. His duty is to carry on the business, and make the collections of the revenues. His wages are chargeable on the zemindary.

*Question 36th.*—Does a yehtimamdar, chowdhry, or crory receive any, and what allowances in land or money?

*Answer.*—A yehtimamdar and crory are paid in money. A chowdhry also receives his russoom chowdhraee in money, in addition to which, in some places, he is allowed a small portion of land on account of duftur serinjam, or office charges.

*Question 37th.*—What are, and what were, the denominations of the different officers employed in the management and collections of the revenue? Name them, with their respective occupations and privileges?

*Answer.*—The person who transacts the business of a village is called a *Putwary*. In the different wards of a village, there are one or two *Munduls* employed to collect the revenues. Where two or

three small villages are united, the person who conducts the collections and attaches the harvest is called *deehdar*, and indeed whoever is occasionally sent on the latter business bears that appellation. A collector of several villages is entitled *turrufdar*, and a person deputed from the sudder to adjust the wasilat accounts, and to measure the crops, is called *aumeen*. A renter of several mehals is termed *moostajer*, and in some places *mocuddum*. The head officer of a pergunnah on the part of the zemindar is occasionally termed *sheikhdar*, and sometimes *naib*. The superintendent of the seeah and jumma khurch serishtch is called *shoomar-novees*; and whoever keeps the accounts is denominated *hissab-novees*, *bunder-novees*, or *ursuttah-novces*. In the sudder serishtch of the zemindars, the principal officer is the *dewan*, who is the head of all the zemindary naibs. The next to him is the *naib dewan*, whose duty it is to transact the business appertaining to the *dewan's* office. The serishtehdar of a zemindar is called *aumeen*, and not unfrequently *karkoon*. The person who keeps the amounts of the revenue is called *shoomar-novees*, and the officer who draws out the towjee is called *towjee-novees*, or *tullub-baky-novees*, indiscriminately. The officer who provides the necessary articles for the cutcherry, and pays the establishment, is denominated *bukshy*; and he who writes the letters, *moonshy*. The person who adjusts the accounts of the mofussil gomashtas is called *nikas-nocces*. The agent on the part of a zemindar is styled *rakell*, and the person who is stationed at the sudder in that capacity, on the part of a principal zemindar,

bears the name of *naib*. The wages of some of these officers are paid in money, and some in land; and their rights, which arise from length of service, consist in their offices descending in a regular succession from father to son. A person who took from the khalsa a tahood for any mehals was denominated *mootāhid*; and whoever was appointed from that department to recover a balance of revenue was distinguished by the name of *sezawul*. These appellations of the several officers employed in the collections are in use to this day. The person appointed on the part of Government to a foudary station was called *foujdar*, and to him was entrusted the charge of the collections. But now, instead of foujdars, this business is in the hands of an English Collector, whose dewan is called the dewan of the zillah, or the dewan of the Board of Revenue, indiscriminately.

*Question 38th.*—If a zemindar has no heir, has he a right to adopt one?

*Answer.*—When there be no son or grandson, an adoption is strictly legal, and within the power of a zemindar; but on such an occasion, agreeably to the written law, he must adopt the child of a deceased heir in preference to the child of a stranger.

*Question 39th.*—Has the person so adopted a right to succeed to the zemindary, and whence is this right derived?

*Answer.*—After the death of a zemindar, the religious ceremonies (upon which, according to the belief of the Hindoos, his future salvation depends), in default of an own son, are performed by the adopted son; and the regular succession of the house becomes perpetuated by the right of inheritance,

which would regularly descend to the zemindar's son by blood, and devolves, in default of such a son, to the son by adoption, who is in fact the other's substitute.

*Question 40th.*—Is not the confirmation of the ruler necessary to confirm the succession of an heir by adoption to a zemindary?

*Answer.*—When a zemindar wishes to place his adopted son in the zemindary, the consent of the ruler is necessary.

*Question 41st.*—Is there any, and what difference between the rights and privileges of a son by blood, and a son by adoption?

*Answer.*—As an adopted son is substituted in the room of a son by blood, their rights are equal, unless indeed a son by blood be born after the adoption, in which case there is a difference in their right to the property of the deceased father.

*Question 42nd.*—What is a ryot? and how many kinds of ryots are there?

*Answer.*—A ryot is a person holding a portion of land subject to the payment of revenue. There are various classes of ryots; such as cultivators of the soil, laborers, persons exempt from manual labor, tradesmen, artificers, mechanics, bankers, merchants, &c., each of whom is distinguished by his particular calling.

*Question 43rd.*—What are the rights and privileges of ryots?

*Answer.*—The duty of a cultivator of the ground is tillage; that of a laborer is manufacturing salt, gathering wax, &c.; that of persons exempt from manual labor to employ themselves in literary pursuits; that of tradesmen to furnish the neces-

saries of life; that of artificers and mechanics to supply the various articles of their respective professions; that of bankers to transact money matters; and that of merchants to import and export merchandise.

*Question 44th.*—What are the rights of a zemindar or talookdar over the ryots? and *vice versa*?

*Answer.*—The duty of zemindar and talookdar towards a ryot is to guard and protect him; to cherish and encourage him; to advance him *tuk-avee* in case of need; to redress his grievances; and if by any accident he should have sustained a loss, to grant him an indulgence, or allow him a remission, with a view to prevent his desertion; and to be responsible to Government for his conduct. The duty of ryots to a zemindar and talookdar is to cultivate the different articles of produce; to pay their rents; to discharge their various other duties; and in case of the zemindar's being involved in difficulties, to assist in extricating him from them.

*Question 45th.*—What is the nature of ryoty pottahs? Are they of different kinds or not?

*Answer.*—The meaning of a *pottah* is a lease for land under an agreement to pay the rent of it, and comprehending a specification of the amount. In some places the pottahs specify both the amount of rent and the quantity of land. They are, however, of various kinds, such as *Mocurruree* (permanent); *Theekā* (specific); *Shurh-mouza* (at the village rate); *Shurh-pergunnah* (at the pergunnah rate); *B'il-mookta* (adjusted); *Khoodkasht* and *Páekasht* (as granted to resident or non-resident cultivators); *Nou,ábad* (for lands newly cultivated);

*Jungul-booree* (for clearing wood); *Sá,ir* (for duties); *K,haláree* (forsalt manufactory); *Shuhd* (for honey); *Móm* (for wax); and various other denominations.

*Question 46th.*—If of different kinds, specify the nature of each?

*Answer.*—The objects of the various kinds of pottahs which the zemindars grant, as it were, in the nature of charters to the ryots are to ascertain the precise amount and rate of the rent for the satisfaction of the ryots; to prevent a deviation from the articles of stipulation; to guard against a difference of account; and to obviate the inconveniences of a change of officers.

*Question 47th.*—Is the property of the soil vested in the king? the zemindar? or the ryot?

*Answer.*—The sovereign is the proprietor as well of the revenue as of the country; and as the revenue arises from the land, he is so far the proprietor of the soil also. In consequence of paying the revenue, of submitting to the authority of the sovereign, and of succeeding to the inheritance of a zemindary by lineal descent, with power of alienation by gift or sale, a zemindar becomes the proprietor of the lands of his own zemindary. A ryot being a tenant holding under a pottah, and possessing no authority to sell or give away, has consequently no property in the soil.

*Question 48th.*—In what manner are the revenues collected from the ryots?

*Answer.*—In the Soobah of Bengal the putwary of the village makes out the accounts of the ryots according to their pottahs, including the abwabs, agreeably to the ratio of the village, and collects the revenues accordingly. In the Soobah of Behar,

the collections are regulated by the quantity of the produce ascertained at the period of the harvest?

*Question 49th.*—Specify all the authorities existing between a ryot and the head officer of Government in a district?

*Answer.*—First the putwary or gomashta of the village; next the turrufdar; then the naib of the pergunnah; after him the sunder officers of zemindar and talookdar; then the zemindars and talookdars themselves; after them the officers of the adawlut and foudary; and, last of all, the zillahdar.

*Question 50th.*—Does a zemindary sunnud, like an altumgha sunnud, specify that the property it conveys is hereditary?

*Answer.*—Though a zemindary be hereditary, yet it is on the condition of a discharge of the revenue. Hence the term inheritance is not inserted in a zemindary sunnud, as it is in an altumgha sunnud, which contains no stipulation for the payment of revenue. Consequently a tenure under the former is not hereditary in the same sense with a tenure under the latter.

*Question 51st.*—Is it necessary for the heir of an altumghadar to obtain a sunnud from the ruling power in order to render his title valid?

*Answer.*—As an altumgha sunnud expresses a lineal succession, the heir of a deceased altumghadar can consequently succeed without a new sunnud.

*Question 52nd.*—What is the meaning of the term *Khidmut* in a zemindary sunnud? Does not this term imply that the zemindar is liable to be ejected at the pleasure of the ruler?

*Answer.*—To attend to the cultivation of the country, to promote its produce, to apportion part

of that produce to the purposes of cultivation, part to his own subsistence, and the remainder, under the head of revenue, for the use of the State, and to be at all times obedient to the authority of the ruling power, are considered as the prescribed services of a zemindar ; and hence it is that the term *service* is introduced into a zeminary sunnud. The ruler has undoubtedly authority to remove a zemindar, though, regarding the heritable nature of the tenure, he forbears to exercise it, except in cases of delinquency.

*Question 53rd.*—If so, whence has it happened that zemindars succeed by inheritance ?

*Answer.*—Although upon the delinquency of a zemindar the power of ejectment be in the hands of the ruler, yet a zeminary tenure has been generally admitted to be hereditary for a long time past ; and hence it is that the zemindars succeed to their possessions in this mode.

*Question 54th.*—How can a zeminary be deemed an inheritance, since no mention is made of it in a zeminary sunnud ?

*Answer.*—Although the word *inheritance* be not expressed in a zeminary sunnud, yet for ages past the succession to property of this kind has been in the line of inheritance as set forth in the 53rd article.

*Question 55th.*—If the office of zemindar be hereditary, are any other, and what offices under Government so considered or declared ?

*Answer.*—The servants of the Emperor, who conducted themselves with fidelity, retained their employments through successive generations ; and under this circumstance they considered their

stations as hereditary, though in fact they were not so; because on the decease of an officer his heirs could not apportion out his office among themselves, nor could the possessor dispose of it by gift or sale.

*Question 56th.*—Is a sunnud for free land, or a pottah for revenue land, granted by a zemindar deemed valid without the countersignature of the ruler?

*Answer.*—Agreeably to the usage of the country, a sunnud for free land, and a pottah for revenue land, issued by a zemindar are valid without the countersignature of the ruler.

A. CALDECOTT,  
*Assistant Persian Translator.*

*February 2nd, 1788.*

Appendix  
No. 18.  
List of documents referred to on the rights of zemindars.

#### A P P E N D I X N o. 18.

*List of documents referred to on the subject of the rights of zemindars.*

1. Mr. Grant's Historical Analysis of the Revenues of the Northern Circars.
2. Ditto of the Revenues of Bengal.
3. Proceedings of the Committee of Revenue under the following dates:—

16th February  
27th March  
18th April } 1786.

The above contain the opinions of some Natives as well as those of the Committee of Revenue, with translations of zemindary and other grants.

4. Extract from the Proceedings of the Board of Revenue, 13th March 1787,

Containing a letter from Mr. James Grant, in answer to the requisition of the Court of Directors, on the jurisdiction, rights, and privileges of zemindars, jageerdars, and talookdars.

In a letter addressed to the Court of Directors by the Governor General in Council on the 10th August 1789, subsequent to the dispatch of Mr. Shore's Minute on the rights of zemindars, the following observations were added in reply to some remarks from the Honorable Court on the subject of Mr. Grant's discussion of the rights of zemindars, and the opinion given by the Committee of Revenue in March 1788.\* "It does not appear to us that any further lights into the rights of the

Further observations upon the rights of zemindars in a letter from the Governor General in Council to the Court of Directors, dated 10th August 1789

\* *Extract of a letter from the Court of Directors, dated 20th August 1788.*

Paras. 28 to 32.—"We have perused with attention Mr. Grant's discussion of the rights of zemindars, but we should have thought our Supreme Government very blameworthy if, upon his suggestion, or upon being ever so much urged to adopt that line of conduct by the Committee of Revenue, they had ventured to issue any public declaration which would have abrogated the claim the zemindars have been supposed to enjoy to an hereditary possession; and thereby precipitately committed the national faith and honor upon a subject of so much magnitude. Neither can we observe, without astonishment, the levity with which this most important consideration has been treated in the discussions of the Committee. The common sunnud or patent of a zemindar does not certainly, in terms, confer an hereditary tenure; and we have never seen it ascertained whether in ancient times the sunnuds were granted in the same form and tenor for all the classes of zemindars described by the Nabob Mahomed Reza Khan in his remarks delivered to our President and Council in September 1773; but it seems to be admitted, on all hands, that hereditary descent and succession (and in many cases mortgage and alienation) have long been usual in Bengal and Behar; and that notwithstanding the various revolutions at Delhi and in the Provinces, this rule has rarely been interrupted but for acts of atrocity, which might incur forfeiture, default of revenue, or failure of heirs. This doctrine is very much confirmed instead of weakened by the account of the four principal zemindaries prepared by the dewan, and delivered in by Mr. Cowper. Moreover, we

zemindars can be obtained by a profest investigation of them. You have already before you, in the discussion of the subject, the evidence of the natives, and the practice of the native administration; and any further information from history must be merely accidental. The fact, as far as we are informed, is that the oriental historians nowhere treat the subject professedly; and all that can be gleaned from a research into them can only be obtained by inference from a very few facts which are merely sufficient to repay the time and attention necessary for the investigation. This remark is particularly apparent from a perusal of the institutes of Akber, translated by Mr. Gladwin, where we might reasonably expect to find observations and reflections upon the rights of the zemindars.

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believe it is a fact that many of the present zemindars are the lineal descendants of those persons who possessed the lands before and under the conquest of Bengal by the Emperor Akber about two centuries ago. In like manner, it is certain that the idea of an hereditary tenure has been sanctioned by repeated discussions of the British Parliament. It has been recognized also by the undeviating practice of our Governments in Bengal, and of all the Dewanry Courts since our possession of the country; and that not as mere acts of grace or personal partiality, but as the dues of justice yielded to those having a fair right to demand them. With all this evidence of fact before us in favor of the zemindars, we should not hold ourselves warranted in so monstrous an exertion of the powers vested in us by the legislature as that of nullifying, upon a mere theoretic opinion, all the supposed property of an extensive territory; and which, even if it were decidedly legal and politic, would not probably be effected without danger of revolt, or general injury to the country. As this great question has been agitated by our servants in Bengal, we wish to examine it without prepossession; and conceiving it to be our duty to declare these sentiments to you, we direct that your conduct may be made conformable to them, so far as to the right or usage, of inheritance. We shall subjoin a very few general remarks that occur to us upon another part of Mr. Grant's discussion which is, to all appearance, a just and ingenious Analysis of the original land rent system of Rajah Tuder Mull."

The discrimination pointed out in the 33rd paragraph\* was not overlooked by Mr. Shore in his minute on this subject transmitted to you on the 6th March 1788 by the *Rodney*; and some of the questions proposed to the natives have a reference to it. In a subsequent minute on the subject of the proposed permanent settlement, which is now under consideration, he has collected into one point of view all that he deemed himself authorised to assert upon the rights of the zemindars and talookdars. We are fully aware of the policy of ascertaining and fixing the proportions of revenue accruing respectively to the State, the landholders, and the cultivators; but it is the most difficult of all points to execute. To accomplish it fully may, perhaps, not be immediately practicable; but we

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*Para. 33.—*“What particularly strikes us, in reflecting upon this question about the rights of zemindars, is that it ought to be regarded under two distinct points of view; and that the want of that discrimination, in all discussions we have hitherto read, has given birth to much perplexity, and sometimes much misconstruction. First, as to the nature of the tenure, whether creative of a property or incidental to one previously existing; and whether that tenure was originally or is by usage become hereditary. Secondly, as to the mode by which the sovereign did, at the moment of conquest, assess the revenues of his territory; how far that standard has been observed in succeeding practice; whether resort has been had to it upon new grants of zeminary given in cases of escheat or forfeiture, or in instances of defalcation occasioned by the ravages of an enemy, encroachment of borderers, alluvion, and such contingencies as must in every country render a new valuation of the revenue indispensable. This latter subject is not comprehendible in any of your deliberations. We have, therefore, no grounds to form our judgment upon. But we are of opinion that, if some permanent standard were established, and universally admitted, to ascertain and fix the proportions of revenue accruing respectively to the State, the landholders, and the cultivator, numberless doubts and jealousies would be obviated, and the whole would be united in one general bond of interest, justice, and security.”

\* The paragraph referred to in the preceding note.

shall endeavor to effect the object of it, as far as possible, by the best rules and regulations which we can devise for the security of the cultivator of the soil, and the intermediate classes of tenants and proprietors between him and the Government, against vexatious demands and impositions; and this we presume to be in a great degree attainable."

Final sentiments of the Court of Directors on the subject, in their general letter, relative to the permanent settlement of Bengal and Behar, dated 19th September 1792.

Mr. Shore's Minute on the permanent settlement of Bengal, which is referred to in the above extract, will be cited in the next section; what is stated in it, on the rights of zemindars and talookdars, having an immediate connection with the rights of under-tenants. But it may be here observed that the Court of Directors, in their general letter of the 19th September 1792, which conveyed their final sentiments and orders upon various points involved in the perpetual assessment of the land revenue, and the conclusion of a settlement for it with the landholders, expressed themselves, on the subject of *the landed rights of the zemindars*, in the following terms: "In former dispatches we have, on different occasions, conveyed to you our sentiments on that point though we have also stated that we felt the materials before us to be insufficient for forming a decisive opinion. On the fullest consideration, we are inclined to think that, whatever doubts may exist with respect to their original character, whether as proprietors of land, or collectors of revenue, or with respect to the changes which may in process of time have taken place in their situation, there can, at least, be little difference of opinion as to the actual condition of the zemindars under the Mogul Government. Custom generally gave them a certain species of here-

ditary occupancy ; but the sovereign nowhere appears to have bound himself by any law, or compact, not to deprive them of it ; and the rents to be paid by them remained always to be fixed by his arbitrary will and pleasure, which were constantly exercised upon this object. If considered, therefore, as a right of property, it was very imperfect, and very precarious, having not at all, or but in a very small degree, those qualities that confer independence and value upon the landed property of Europe. Though such be our ultimate view of this question, our originating a system of fixed equitable taxation will sufficiently show that our intention has not been to act upon the high tone of Asiatic despotism. We are, on the contrary, for establishing real permanent valuable landed rights in our provinces, and for conferring such rights upon the zemindars ; but it is just that the nature of this concession should be known, and that our subjects should see, they receive from the enlightened principles of a British Government what they never enjoyed under the happiest of their own."

I must refer those who may be desirous of entering more fully into the discussion of the rights of zemindars, and the nature of their landed tenures, to *an inquiry into the nature of zemindary tenures in the landed property of Bengal, &c.*, which was published in 1790 by Mr. James Grant, late serish-tehdar ; and to *a dissertation concerning the landed property of Bengal*, which was soon afterwards published in answer to the above, by Mr. C. W. Boughton Rouse, then Secretary to the Board of Control.

Publications  
of Mr. J.  
Grant and Mr.  
W. Boughton  
Rouse refer-  
red to, for a  
further discus-  
sion of the  
rights of ze-  
mindars.

A brief statement of the principles maintained in Mr. Grant's Treatise.

Mr. Grant maintains it to be a fundamental principle in all the Native States of Asia "that the sovereign is sole universal proprietary lord of the land ; and that the *ryots*, who are husbandmen or peasantry, hold directly of the prince, by immemorial usage, as perpetual tenants *in capite*, subject to the annual payment of a certain fixed portion of the gross produce of the soil, in money or kind, to be collected through the intermediate agency of farmers-general, or temporary commissioned officers of the crown;" *viz.*, the zemindars, whose tenure is considered to be an office, with certain rights and privileges annexed to it, "held by temporary conditional grant." It is denied by Mr. Grant "that the property of any lands in Bengal, excepting those held under the special grant of *altumgha*, and conditional *talookdary* and *ryoty* tenures, is or can be considered, according to the laws and established customs of the country, an inheritable property ; or that it is otherwise vested in any class of Hindoo subjects as *real property* in the common English acceptation of the terms." It belongs, he adds, "exclusively to the crown, under the description of *khalsa*, or royal domains ; and of *jageer*, or feudal possessions ; the latter bestowed for life, or officially, on the higher officers of State, military commanders, and omrahs of the court, constituting the great and only body of nobles, known throughout the whole and still existing divisions of the Mogul Empire, and who may also be considered as proprietors of landed estates of the nature of benefices, or temporary fiefs." Mr. Grant, however, admits the following modifications of the general principles maintained by him. 1st.—"That a possessive

tenure of certain subordinate territorial jurisdictions, called zemindaries, in virtue of a sunnud, or written grant, determinable necessarily with the life of the grantee, or at the pleasure of the sovereign representative, is universally vested in certain natives, called *zemindars*, that is, technically, *holders of land*, merely as farmers-general, or contractors for the annual rents of Government, with certain specific allotments of landed property, called *Nankar*, or means of subsistence, included in their respective jurisdictions, such property being always of small comparative extent, seldom more than one-twentieth part of the whole zemindary, when rightfully held, and invariably annexed to the patent office of zemindar, which generally confers, not only the subordinate management of the revenue, but an inferior juridical authority similar to that of "an English Justice of the Peace." 2<sup>ndly</sup>.—"That within the larger zemindary jurisdictions, sometimes the proper official possessors of these, and in many instances other natives, called talookdars, hold certain copyhold rights of property, otherwise independent of the zemindary; and which, being of inconsiderable extent, of accurately ascertained value, and fixed rental, frequently acquired by purchase, though generally in the first instance, through court-favor, bestowed on wealthy individuals resident in, or near, the Moosulman capitals, are usually allowed to descend by the rule of inheritance; and, with the special sanction of the dewanny, or financial administration, may be otherwise transferred or sold at the discretion of the actual occupant; reserving always to the crown its proper original ducrs of rent." 3<sup>rdly</sup>.—"That

under both these distinctions of farming land-holders, called zemindars and talookdars, a third class of the natives called ryots (husbandmen or peasantry) hold certain rights of property in the same lands, independently of any intermediate orders of the landholders, as perpetual registered tenants of the crown *in capite*, by virtue of a leasehold tenure in writing called *pottah*, insuring to them, according to the established usage of the country, certain permanent undisturbed possession heritably, while they continue to pay regularly, through zemindar-contractors, farmers-general, or other appointed collectors, the annual rents of Government, at fixed specified rates of assessment, in money or kind, proportioned to the sovereign's general demand on the Soobah, or Province, formed on a medium "of the gross yearly produce of the soil." In a letter addressed by Mr. Grant to the Board of Revenue, under date the 1st March, 1787, and printed in the appendix to his treatise on zemindary-tenures, he gives the following more enlarged statement of the *privileges of zemindars*. "These, though not ascertainable by their sunnuds, are equally to be learnt as precise matters of fact from notorious usage, and revolving customary forms of the year in settling the jummabundy. The first essential privilege is that by which the zemindar is entitled to stand in the place of a perpetual farmer-general of the lawful rents claimed by Government within the circle of his jurisdiction; nor can he, or ought he, constitutionally, to be deprived of any contingent emoluments proceeding from his contract during the periods of his agreements, though such should arise in

concealment of the entire public resources on his part, with the corruption or ignorance of the other financial officers of the State. A second privilege, annexed to the office of zemindar, is that of being made the channel of all mofussil serinjamy disbursements. A third is that of improving waste grounds, under certain limitations, to his private advantage, at least for the period of his bundobusty engagement, though not, as more recently practised, by the depopulation, or fallow, of other productive lands assessed for rent to the exchequer. A fourth is that of granting pottahs for untenanted farms in the ordinary terms of an Indian leasehold, yet more or less substantially beneficial to the occupant, in proportion to the favor of his superior landholder. A fifth is the privilege of distributing internally, as he pleases, the burthen of *Abwabs*, or additional assessments, when levied, as in Bengal, on the ausil jumma, by zemindary jurisdictions, and not specifically by pergunnahs. A sixth is that of paying his rents in money or kind, agreeable to established rules adapted to either mode, provided these obtain universally over one or more stated divisions of country. A seventh is that of adoption, or nomination of a successor to his zemindary, when done in his own life-time, and not by will, with the approbation of the sovereign representative, to be confirmed by dewanny sunnuds. An eighth privilege is that of being considered to appear in the Huzoor, or presence, by deputy, in his proper behalf, or that of any of the ryots subordinate to his authority, unless summoned on some extraordinary occasions by a special writ applicable personally to himself. And

these appear to me to be all the real privileges of a zemindar.”\*

Introduction  
to Mr. Rouse's  
tract on the  
landed proper-  
ty of Bengal. Mr. Rouse, whose tract was dedicated to the Right Honorable Henry Dundas (then President of the Board of Control), with an observation that he knew the mind of the latter to have “long been satisfied on the subject of the hereditary title of the zemindars to the lands which have been continually occupied by them and their ancestors, nor less upon the expediency of confirming them even if their positive claim were dubious;”† introduces his own view of the state of landed property in this part of India, which corresponds in substance with that of Lord Teignmouth, in the following terms:—“For my own part, the farther I have carried my enquiries, the more firmly I am convinced that the

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\* Mr. Grant's theory of Indian tenures is supported in a work entitled *British India Analyzed*, which was printed in 1795, and is further illustrated in *Patton's Principles of Asiatic Monarchies*, published in 1801. The former Compilation, by a late Member of the Board of Control (Mr. Grenville), contains an abstract of Mr. Grant's statements, connected with the subject, in his *Political Survey of the Northern Circars* and *Analysis of the Finances of Bengal*, together with a translation by Mr. B. Crisp, of the *Mysorean Revenue Regulations*, which had been separately printed at Calcutta in the year 1792.

† Having noticed this authoritative opinion, ascribed to the late Lord Melville in 1791, I must also exhibit the following passage in the well known *Historical View of Plans for the Government of British India*, which was compiled by Mr. Bruce for the Board of Control, and published with their permission in 1793:—“On the subject of the rights of the zemindars, the reasonings continued for years, in extremes. On the one hand, it was asserted that the zemindar had been merely an officer or collector of revenue; on the other, that he had been a feudatory Prince of the Empire. It has required the most laborious investigation to discover the fact, *viz.*, that the Mogul was the Lord Superior, or proprietor (terms equivalent in their meaning) of the soil; that the zemindars were officers of revenue, justice, and police in their districts, where they also commanded a kind of irregular body of militia; that this office was frequently hereditary, but not necessarily so; that

state in which we received the rich provinces of Bengal, Behar, and Orissa was a general state of hereditary property, modified certainly according to the nature and customs of the Government which has prevailed there, but, nevertheless, existing with important benefit to the possessors, according to the universal sense of the people; sanctioned by the constant practice of the native princes, and established by immemorial usage from one end of the country to the other. I did imagine that this question had received its decision by the common assent of all political parties in the kingdom, resulting from the minute examinations which had been made into the subject, at a period when correct local knowledge was attainable, and by the voice of several statutes passed by the two last Parliaments in the years 1781 and 1784, in

on the failure of payment of the rents, or of fulfilling the other duties of his office, he could be suspended or removed from his situation at the pleasure of the Prince; that the rents to be paid to him were not fixed, but assessed at the will of the Sovereign; and that the ryot, or cultivator of the soil, though attached to his possession, and with the right to cultivate it, yet was subjected to payments varying according to particular agreements and local customs; that, in general, he continued on the spot on which his labors were directed to raise the means for his own subsistence; but that the proportion to be paid to the State was to be judged of by the zemindar: the rights of the ryot had been gradually abridged, and the proportions he paid increased (during the successive revolutions through which his country had to pass) before and after the fall of the Mogul Empire." It should be further noticed that the well informed author of *Remarks on the Husbandry and Internal Commerce of Bengal* has, in a note to that work, referred to the opinion expressed in the above passage, as *nearly corresponding with his own*. He adds—"The ryot certainly had a title by occupancy, in right of which he might retain the land, without reference to the will and approbation of a superior, but subject to contributions for the support of the State. To assess and collect those contributions, regulated as they were by local customs of particular agreements, but varying at the same time with the necessities of the State, was the business of the zemindar as a permanent, if not as an hereditary, officer. For the due execution of his charge, he was checked by permanent and hereditary offices of record and account."

which, amongst many salutary regulations, the zemindars and other landholders are distinguished from persons holding mere official nominations, and marked as a class of men eminently entitled to the national protection. I had, therefore, concluded that they would have been permitted to enjoy, in gratitude and security, that protection held out to them by the legislature of Great Britain, and should have feared to injure their cause by renewing the discussion, had not the subject been again introduced to the public consideration in a tract lately published under the singular title of *Inquiry into the nature of zeminary tenures, in the landed property of Bengal, &c., by J. G., late Serish-tahdar of Bengal.* I must do this gentleman the credit to say that his sentiments are here delivered without any tincture of party or personal invective, except only against the great Mahomedan and Hindoo Officers, whose opinions have been quoted in a very able performance of Mr. Francis, relating to the revenues and tenures of Bengal. By attempting to demonstrate that the zemindars and other landholders of Bengal have not, nor ever had, any claim of hereditary property, and that they ought to be considered as financial servants only, employed to collect the ground-rents of the sovereign as proprietor, or, as the title expresses it, having a tenure in his landed property; Mr. Grant would seem to invite this country to retract its plighted faith in their favor. I have not a doubt that he wishes to establish this opinion out of sincere zeal for the public interest and administration, which he imagines would be benefited by annihilating such supposed property. I confess

my cordial wishes and endeavors, as far as the endeavors of an humble individual could avail in a great national object, have gone to promote a contrary system; and as no circumstances have hitherto produced any alteration in my sentiments, I find myself impelled by the importance of the occasion to declare that I differ from him fundamentally in many articles of fact, justice, and expediency." It would add too much to the bulk of this volume to attempt any general illustration of the points of difference referred to, and it is the less necessary as Mr. Rouse, though he purposely "avoided quoting any discussions of individuals, except such as had before been given to the public in a historical point of view," and "chose rather to confine himself to his own obser-

vations upon original documents," yet supported his opinion of the rights of zemindars and talookdars, partly on the same authorities, and generally by the same course of argument as have been stated in Mr. Shore's official minute on the rights of those descriptions of landholders, and its appendix.

I shall therefore only add the following further extract from Mr. Rouse's preliminary remarks. "In

Mr. Rouse's  
sentiments on  
the rights of  
zemindars and  
talookdars,  
supported by  
authorities  
and arguments  
similar to  
those stated in  
Lord Teign-  
mouth's Mi-  
nute, and its  
appendix.

Further ex-  
tract from Mr.  
Rouse's preli-  
minary re-  
marks.

I find it impossible to draw an intelligent distinction as to the article of permanent or hereditary property between a zemindar and talookdar. I know of none but magnitude. With regard to the judicial functions conveyed by the sunnud (or patent) of the imperial officers, there may arise a difference, since the talookdars are generally, although not universally, subordinate to the zemindars. But if a talookdar takes out a sunnud on his

own account, so as to have his name entered in the records of the superior Government, he is thenceforth considered as independent of the zemindar, and pays his revenue direct to the public treasury. However, if every talookdar were to take out a sunnud, the provincial divisions and jurisdiction would be broken, and the list of persons paying direct to the public treasury would be rendered so large that hardly any number of collectors and accountants would be adequate to the increased perplexity of the current collections. The Act passed in 1781 (cap. 25, section 39) makes no distinction at all between them. I have examined, from attested copies now in my possession, the sunnuds of a zemindar, talookdar, and chowdhry, which latter, if I recollect right, is considered, in the modern practice of Bengal, as the head of several talookdarries united under one name, and I find the tenor of them exactly the same. It appears upon a reference to all the correspondence of the times, and is universally known that, when the dewanny of the three provinces was ceded to us, the country was distributed amongst the zemindars and talookdars who paid a stipulated revenue by twelve instalments to the sovereign power or its delegates. They assembled at the capital, in the beginning of every Bengal year (commencing in April), in order to complete their final payments, and make up their annual accounts; to settle the discount to be charged upon their several remittances in various coins, for the purpose of reducing them to one standard, or adjust their concerns with their bankers; to petition for remissions on account of storms, drought, inundation, disturbances, and such like; to make

their representations of the state and occurrences of their districts: after all which, they entered upon the collections of the new year; of which, however, they were not permitted to begin receiving the rents from their own farmers till they had completely closed the accounts of the preceding year; so that they might not encroach upon the new rents to make up the deficiencies of the past. In many instances the zemindars were left unmolested in their several districts, and free from all check or interference. But when they were remiss in their payments, officers of Government were deputed, under various titles, like the *canonicarii* and *compulsores* of the Roman revenue in the time of the Emperors, whose duty it was to prevent any misapplication of the money collected by the zemindar and his agents dispersed over every part of the country. For with them only rested the whole business of letting the lands, keeping the subsidiary accounts, and collecting the rents from the villages; and they were, in all ordinary matters, independent of the interference of the superior Government."

It seems proper to add, in this place, that in the discussions between the Members<sup>\*</sup> of the Bengal Government in 1775 and 1776, relative to the most expedient plan of settlement for the land revenue, whether for a limited period or in perpetuity, and respecting the measures which should be adopted with a view to ascertain and regulate the land-rents payable by the ryots, there was no difference of opinion between Mr. Hastings and Mr. Francis respecting the hereditary title of the zemindars. In the *plan for a future settlement of the revenues*

Concurring  
sentiments of  
Mr. Hastings  
and Mr. Fran-  
cis in favor of  
the hereditary  
title of the ze-  
mindars.

recorded by the Governor General, Mr. Hastings and Mr. Barwell, on the 22nd April 1775, it is observed that, "both by the Moosulman and the Gen-too laws, inheritance should be divided amongst the sons in equal proportions; yet it has been established by custom that the large zemindaries shall not be divided, but be possessed entire by the eldest son, who is to support his younger brothers. On the contrary, it is usual for the small zemindaries to be divided amongst all the sons; but in many parts of the country the custom prevails that the eldest should have something more than the others." In the plan of settlement recorded by Mr. Francis on the 22nd January 1776, it is also expressly asserted that "the land is the hereditary property of the zemindar. He holds it by the law of the country, on the tenure of paying a certain contribution to Government."

Note added to  
the printed  
minute of Mr.  
Francis, dated  
22nd January  
1776.

And the following *note* is added to Mr. Francis' printed minute of the above date—

"The inheritable quality of the lands is alone sufficient to prove that they are the property of the zemindars, talookdars, and others to whom they have descended by a long course of inheritance. The right of the sovereign is founded on conquest, by which he succeeds only to the state of the conquered prince, unless, in the first instance, he resolves to appropriate or transfer all private property, by an act of power, in virtue of his conquest. So barbarous an idea is equally inconsistent with the manners and policy of the British nation. When the Moguls conquered Bengal there is no mention, in any historical account, that they dispossessed the zemindars of their lands, though it is frequently observed that, where they voluntarily

came in and submitted to the new Government, they were received with marks of honor, and that means were used to gain and secure their attachment. Only two motives could have induced the conqueror to such an act of violence as changing the property of the lands—favor or money. In the first case, his followers and companions, claiming their share in his success, would have been most likely to obtain possession of the lands, and some traces of their descendants would be found at present. If money had been his object, the Mussulman historians would have made mention of the sums so acquired, as they carefully and pompously mention the value of all acquisitions made by their kings or generals. It is true, the forms of the royal sunnuds or grants to the zemindars suppose them to hold of the sovereign *in capite*, but this I consider as a kind of feudal fiction, of which the sovereign in fact never pretended to avail himself, as constituting a right to assume or transfer the possession. When he grants jageers or lands for religious purposes, his order is addressed to the zemindars, chowdhries, and talookdars. The land continues to be deemed a part of the zemindary; the sovereign only grants the revenue of it. The grantee or jageerdar never calls it his zemindary or talookdary. Mahomed Reza Khan, in his State of Bengal, affirms that the princes have no immediate property in the lands, and that they even purchase ground to build mosques, and for burying-places. In addition to this evidence, it is material to observe that the late administration,\* who either dispossessed most of the zemindars of the management of the

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\* Of 1772 and 1773.

lands, or took no measures to restore them, constantly describe them as the hereditary proprietors, and on this principle have allowed them a pension, or a tithe of the gross produce, for their support."

Consideration  
of objections  
stated by the  
author of *His-  
torical Sketches  
of the South of  
India against  
the admission  
of a right of  
property in the  
zemindary te-  
nure*

Waiving, at present, a reference to other authorities on the landed tenures of Bengal and its dependencies, I shall confine myself to the consideration of some objections against the admission of a right of property in the zemindary tenure as it existed in these provinces at the time of the permanent settlement, which have been published by the intelligent author of *Historical Sketches of the South of India*, in a chapter on the *landed property of India*, that contains much authentic information derived from local knowledge and the situation of a Political Resident at the Court of Mysore, relative to the tenures of land in the southern parts of India, but not equally applicable to Bengal and the North Western Provinces, or generally, to the zemindary tenure, which appears to be unknown in Mysore and the adjacent districts, where the inquiries of Colonel Wilks were more immediately directed.\*

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\* The most full and accurate information of the land tenures and assessment of these districts, as well as of the whole of the territory under the Government of Fort St. George, will be found in the official papers inserted in the Appendix to the Fifth Report of the Select Committee on the Affairs of the East India Company, 28th July 1812. An ample view of the subject, especially as it relates to the *modern possessions* obtained in, and since the year 1792, is also contained in the Report itself, under the head of *landed tenures*. It would add too much to the bulk of this volume to extract the numerous proofs of a private right of property in the different territorial possessions referred to, particularly in *Canara* and *Malabar*, where, the Committee observe, "the lands in general appear to have constituted a clear private property, more ancient, and probably more perfect, than that of England. The tenure, as well as the transfer of this property by descent, sale, gift, and mortgage, is fortified by a series of regular deeds equally various and curious, and which bear a very strong resemblance in both parts of the country. The proprietary right is either vested in individuals or in co-partnerships of persons, each of

The general result of the evidence adduced by him in proof of the existence of a private right of property in land, within the provinces of Canara and Malabar, the principalities of Coorg and Travancore, and the whole extent of country between the sea and the hills from Madras to Cape Comorin, is stated in the following terms :—“ We have now passed over the tract which I had proposed to trace, and, as I hope, have proved to the satisfaction of every impartial mind the positive and unquestionable existence of private landed property in India. After

Result of the evidence adduced by Colonel Wilks to prove a private right of property in land within the provinces of Canara and Malabar, the principalities of Coorg and Travancore, and the country between the sea and hills from Madras to Cape Comorin.

whom possesses an unalienable interest in the estate, proportioned to the share of the property of which he has become possessed.” I think it incumbent on me, however, to subjoin the following statement of the sentiments adopted by the Committee respecting the zemindary tenure in Bengal and Behar as it existed *when the Mogul Government was in its vigor*, with the variation it had undergone before the discussion of the rights of zemindars, which took place at the time of the permanent settlement. After noticing Mr. Shoro’s Minute of the 18th June 1789 as containing “ information derived from experience and diligent research, in regard to the character and condition of the natives of India, the past and present state of the country, and the laws and practices of the Mogul Government, which may at all times be referred to with advantage as an authentic and valuable record,” the Report (page 15 of the folio edition printed for the House of Commons) proceeds as follows—“ On a consideration of the information obtained, it appears that, although great disorder prevailed in the internal administration of the provinces on the Company’s accession to the dewanny, a regular system of Government had subsisted, under the most intelligent and powerful of the Mogul Governments, in which the rights and privileges of the different orders of the people were acknowledged and secured by institutions derived from the Hindoos, which, while faithfully and vigorously administered, seemed calculated to promote the prosperity of the natives, and to secure a due realization of the revenues of the State. As it was the opinion of some intelligent servants of the Company that it would, in the approaching settlement, be more advisable to resort to the institutions and rules of the old Government, with which the natives were acquainted, than to proceed upon principles and rules in the administration of justice and revenue, derived from a state of society to which they were entire strangers, your Committee will proceed to explain the scheme of internal policy in the management of the land revenue, to which it was contended by the persons above alluded to, the preference should be given.

proving its distinct recognition in the ancient *shasters*, or sacred laws of the Hindoos, we have clearly deduced its derivation from that source, and its present existence in a perfect form in the provinces of Canara and Malabar, and the principalities of Coorg and Travancore, which had longest evaded the sword of the northern barbarians. We have found it preserved in considerable purity under Hindoo dynasties, and comparatively few revolutions in Tanjore, until the present day. We have traced its existence entire, but its value diminished

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"In the extensive plains of India, a large proportion, estimated in the Company's provinces at one-third by Lord Cornwallis, at one-half by others, and by some at two-thirds, of land capable of cultivation lies waste, and probably was never otherwise. It became, therefore, of importance to the Native Governments, whose principal financial resource was the land revenue, to provide that as the population and cultivation should increase, the State might derive its proportion of advantage resulting from this progressive augmentation. Whatever might be the motive of its introduction, the rule for fixing the Government share of the crop had this tendency. This rule is traceable, as a general principle, through every part of the Empire which has yet come under the British dominion, and undoubtedly had its origin in times anterior to the entry of the Mahomedans into India. By this rule, the produce of the land, whether taken in kind or estimated in money, was understood to be shared, in distinct proportions, between the cultivator and the Government. The shares varied when the land was recently cleared and required extraordinary labor, but when it was fully settled and productive, the cultivator had about two-fifths, and the Government, the remainder. The Government share was again divided with the *zemindar* and the village officers in such proportion that the zemindar retained no more than about one-tenth of this share, or little more than three-fiftieth parts of the whole; but in instances of meritorious conduct, the deficiency was made up to him by special grants of land, denominated *nankar* (or subsistence). The small portions which remained were divided between the *mocuddum*, or head cultivator of the village who was either supposed instrumental in originally settling the village, or derived his right by inheritance, or by purchase, from that transaction, and had still the charge of promoting and directing its cultivation; the *pausbaun* or *gorayat*, whose duty it was to guard the crop; and the *putwarry*, or village accountant, perhaps the only inhabitant who could write, and on whom the cultivators relied for an adjustment of their demands and payments to be made on account of their rents. Besides these persons, who, from the zemindars downwards, can be regarded in no other light than as servants of the Government, provision was

in Madura and Tinnevelly, which had experienced numerous revolutions, and had long groaned under the Mahomedan yoke. In the provinces adjacent and west of Madras, which had sustained the close and immediate gripe of these invaders, we have shown by ancient documents its immemorial existence in former times; and even at the present day, the right in quality clear and distinct, but in value approaching to extinction: and we have observed in the latter years of the dynasty of Hyder the perfect landed property of Canara approaching the

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made, either by an allotted share of the produce or by a special grant of land, for the *canoongee*, or confidential agent of the Government, whose name implies that he was the depository and promulgator of the established regulations, and whose office was intended as a check on the conduct, in financial transactions, of all the rest. Under the superintendence of this officer, or of one of his gomastahs or appointed agents, were placed a certain number of adjacent villages, the accounts of which, as kept by the putwarries, were constantly open to his inspection, and the transactions in which, with regard to the occupancy of the land, and the distinction of boundaries, came regularly under his cognizance, in a form that enabled him, at any time when called upon, to report to the Government the quantity of land in cultivation, the nature of the produce, the amount of rent paid, and, generally, the disposal of the produce agreeably to the shares allotted by the rules as above explained. To his office, moreover, reference might be had to determine contested boundaries, the use of rivers or reservoirs for irrigation, and generally in all disputes concerning permanent property, or local usage, within the limits of his official range. Your Committee have been more particular in describing the office of the *canoongee*, because they find that, although proscribed and abolished (perhaps precipitately) as pernicious, in Bengal and Behar, after the conclusion of the permanent settlement of the land revenue, the same office in the ceded and conquered districts, and in the province of Benares, has more recently been pronounced 'of great utility, and calculated to render much public benefit,' and the several officers found there continued in the exercise of their functions. A certain number of villages, with a society thus organized, formed a *pergunnah*; a certain number of these, comprehending a tract of country equal perhaps to a moderate sized English county, was denominated a *chuckla*; of these, a certain number and extent formed a *cirear*; and a few of these formed the last, or grand division, styled a *soobah*, of which, by the dewanny grant, the British Government had obtained two, the Soobah of Bengal and that of Behar, with part of Orissa.

same unhappy state in which the proprietor, from fear, disowned his property, and a small interval remained before its very existence would be buried in oblivion. The enquiry has led us over a large portion of the provinces subject to the Government of Fort St. George, and a necessity has occurred for touching lightly on its territorial policy. Before this branch of the subject be dismissed, it may be useful to take a rapid glance, *imperfect from the nature of my materials*, over the provinces subject to Bengal, whence this policy has been received."

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"From this concise representation of what appears to have been the provincial organization of the revenue department, your Committee think, it may appear that when the Mogul Government was in its vigor, if it be supposed that the different offices, from the highest downwards, were at any time judiciously filled and faithfully discharged, the rents of the lands might have been collected from the cultivator without oppression, and the different shares of the produce distributed by the rules described, under a just observance of the rights of the parties concerned; but as this<sup>\*</sup> was scarcely to be expected throughout so extensive an Empire, more specially when in its decline; when exaction on the one part, and concealment and evasion on the other, were likely to be practised; the *khas* collection, or collection immediately by Government, was only occasionally, and in particular instances, resorted to. In practice, it was more usual to have recourse to the zemindary settlement, or to a species of farming system by the appointment of an *aumil*, or superintendent, who in designation was no more than an agent, but in practice was often required to engage for the production of a certain amount of revenue. To make the settlement, which might be for a term of years, but which was commonly annual, the *sahabdar*, or *dewan* of the Empire, either proceeded into the provinces, or summoned the land-holders to his presence. If they agreed to the amount proposed, the settlement was made with them; if not, it was open to a farmer, or *aumil*, who could tender security, if required, for the discharge of his engagements, which included not only the amount of revenue to be paid to the Government, but also the due distribution of the allotted shares to the zemindar, and the inferior village officers, as before enumerated. The profit to the farmer was supposed to be derived principally from the means which he might possess of extending the cultivation, and the zemindar, besides his established share of the produce, had, when the settlement was made with him, the same advantage. In both cases, this was probably the smallest part of the advantages they really derived, more especially if situated beyond the reach of control. On the same principle that the canoongees and village

He then proceeds to make the following observations and strictures, which are cited at length to prevent the possibility of doing him injustice by a partial quotation. "It is to be regretted that the long and uninterrupted subjugation of Hindooostan by Mohamedan princes had so far obliterated the best characters of the ancient Hindoo constitution as to present to the first English observers nothing but Mahomedan institutions and edicts as the earliest documents which it was necessary to consider. Institutions derived from the best

His observations and strictures on the admission of the rights of zemindars as land proprietors in the official discussions relative to the permanent settlement of Bengal.

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accountants were stationed in the province, a head canoongee and superintendent of the treasury was stationed with the subahdar, whence were forwarded the annual revenue accounts to the seat of Empire, and whence might, at any time, proceed orders or forms of reports to the provincial canoongees and accountants for the minutest particulars relative to the actual state or produce of any one or all of the different villages contained within the limits of the province over which the subahdar presided. Sufficient traces remained to show what was the original state of these institutions in Behar, but in Bengal the disorders which increased, as the Mogul Empire declined, had destroyed the efficacy of those checks which had enabled the governing power to acquire an accurate account of the village collections. The office of the canoongee was become little more than a name, and no better mode appeared, for gaining knowledge of the value of the lands, than could be obtained by a comparison of different years' collections, or by reference to village accounts which were liable to fabrication. The difficulty was increased by a difference which had originally prevailed in the mode of forming the assessment in Bengal from what has been described as the practice in Behar. In Bengal, instead of a division of the crop, or of the estimated value of it in the current coin, the whole amount payable by the individual cultivator was consolidated into one sum, called the *asewal* or original rent, and provision made for the zemindar, the village accountant, the mundul, and the other inferior officers by other means than by a division of the zemindary portion of the produce. This was effected either by grants of land or by the privilege of cultivating on lower terms than the rest of the inhabitants, and partly in money, a mode which, as it afforded the officers of Government no interest in the accuracy of the village accounts, rendered the fabrication or concealment of them the more feasible. It, moreover, placed the zemindar in a condition more consistent with European notions of proprietary right in the soil than could be inferred from his portion of the produce shared with the officers of Government, and was, perhaps, the foundation of much of that difference of opinion which appeared in the official discussions on that topic under the Supreme Government at this time."

practices of a code, which inculcates war against infidels as a religious duty, condemns the women and children of the vanquished to slavery and the men to death, and condescends to accept submission, and the highest possible tribute, as a merciful commutation for liberty and life, do not seem to be very proper objects of imitation for an English Government. But the examples already presented to the reader of the circumstances which have accelerated the decay of landed property in the south, afford sufficient ground to conjecture that the same causes may have effected its entire extinction in many parts of Bengal. The political and official relations of the English Government were long and generally confined to intercourse with Mahomedan authorities; the few Hindoos of consequence, with whom they communicated, were either usurpers, or official servants, brought up in the trammels of Mahomedan principles and forms which had long superseded the ancient constitution of the country. Our first impressions and prejudices were received from these impure sources, and the ancient Hindoo law was concealed by an impenetrable veil which has not yet been entirely removed. The perplexity (and, without meaning disrespect, it is not of small amount) which pervades the official discussions of those great personages who established what is called *the permanent settlement of Bengal*, seems chiefly to have arisen from viewing the condition of the people through the medium of Mahomedan institutions. Although the royalties of the very ground on which these eminent men conducted this important controversy were granted by a Mahomedan prince on the express condition that the

English Company should purchase the thirty-eight villages, of which the grant was composed, from the *owners* (not the owner), neither of these personages could perceive any claim to the property of the soil excepting in the sovereign or the zemindar, and both were agreed in recognizing the rights of the latter.\* It is really curious to observe the inextricable puzzle in which they are reciprocally involved by this admission. Sir John Shore observes that "it is equally a contradiction in terms to say that the property of the soil is vested in the zemindar, and that we have a right to regulate the terms by which he is to let his lands to the ryots, as it is to connect that avowal with discretionary and arbitrary claims. They had here discovered a proprietor whom it was found necessary to deprive of the first characteristic of property, the right to manage it in his own way (a ward of chancery, or a proprietor under a statute of lunacy). Lord Cornwallis had observed that "the numerous prohibitory orders against the levying new taxes, accompanied with threats of fine and imprisonment for the disobedience of them, have proved ineffectual," but he, nevertheless, thinks that the zemindars must, and can in future be restrained. His Lordship, however, comforts himself by reflecting that, if they do levy new impositions, the rents will, in the end,

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\* It is added in a note.—“The fate of this opinion is singular. I imagine there is now not one man in England or in India who conscientiously believes that the person designated by the modern term *zemindar* over ~~was~~ proprietor. I of course mean the zemindar in the contemplation of these disputants, for, in the modern technical language of Bengal, the word means equally the descendant of the officer who collected the dues of Government from the proprietors, and the proprietor himself where he has been permitted to exist.”

thereby be lowered, because “when the rent becomes so high as to be oppressive and intolerable to the ryot (what inference does the reader expect ?), he must at length desert the land !” the very land the rents, taxes, or impositions on which the zemindar ought to be punished for attempting to raise: and yet in a document selected, strangely enough, as an appendix to such a minute, a collector, after giving an account of certain *baboos* who had obtained by fraud and misrepresentation a grant of some villages, and now in the expectation of the proprietary right in land being vested in zemindars, claimed to be considered in that capacity, goes on to state that this ‘property was, in the same expectation, claimed by the heads of villages as *maliks* or proprietors. These unfortunate men are described to have arrived ‘at a state nearly resembling that which has already been noticed in ‘Canara and Arcot. They had been compelled to disavow their property, and had placed their villages under the protection of a zemindar as being more able to screen them from the vexatious interference of the provincial officer (*hâkim*). “These persons (continues the collector) have occasionally disposed of the whole or a part of such villages, and the *purchasers* claim to be *maliks* or proprietors. Some of these purchasers of land have sold their land to ‘others, and it is possible that such sales may have been variously multiplied. The *old proprietors* again represent that the sale was made to answer oppressive exactions and ought to be declared void.” The collector concludes with the following remarkable words :—“ In truth, gentlemen, these old maliks have urged their claims with much

anxiety and importunity ; they absolutely refused to enter into any engagements but as *maliks* (proprietors), declaring they would rather lose their lives than acquiesce in a relinquishment of their hereditary rights." I have said that the perplexity observable in this controversy is curious, and I will now add that it is astonishing, because the simple recognition of private property in land, so broadly announced and so unquestionably proved by this contest of the new and the old proprietors, who reciprocally admitted the fact of repeated sale, would have solved every difficulty and served as a guide through the mighty maze in which these noble personages continued to involve themselves, and their readers, to the end of the controversy."

After noticing two of the documents annexed to Mr. Shore's Minute on the rights of zemindars, which have been already exhibited (*viz.*, Nos. one and twelve of the Appendix), Colonel Wilks adds :—" Under the only doctrine which was recognized in this discussion, the proof, and it is abundantly satisfactory, that the land is not the king's, leaves no alternative but to consign it to the zemindar. The author of *the Principles of Asiatic Monarchies* argues with great force that the claim of the zemindar being limited to one-tenth of the sum collected for the king, it is absurd to distinguish as proprietor the person entitled to one-tenth, while the remaining nine-tenths are called a duty, a tax, a quit-rent. The argument is conclusive, but the ingenious author has not unfolded the whole of the absurdity. Under the utmost limit of exaction recorded in the modern history of India, the sovereign has received one-half of the crop. The real

Further animadversions on the subject by Colonel Wilks, after noticing two of the documents annexed to Mr. Shore's Minute on the rights of zemindars.

share of the crop, which, even under such exaction, would go to this redoubtable proprietor, would be one-twentieth, or five per cent. According to the laws of *Menu* and the other *Shasters*, his share would be one-sixtieth, or one and two-thirds per cent., and this is the thing which a British Government has named *proprietor of the land*. In the controversy to determine whether the sovereign or the zemindar were the proprietor, each party appears to me to have reciprocally refuted the proposition of his adversary without establishing his own. They have severally proved that neither the king, nor the zemindar, is the proprietor. At a very early period of the Company's Government in Bengal, Mr. Verelst, when charged with the collections of the province of Chittagong, looking at the condition of the people with that sound plain common sense which distinguished his character, and not through the medium of Mahomedan institutions, confirmed the rights which he found the people actually to possess, of transmitting and alienating their landed property by inheritance, mortgage, sale, or gift. The recognition of that right (in the words of the judge and magistrate of that province in 1801) "has fixed a value on real property here, which is not attached to it in other parts of Bengal, and has given existence to a numerous body of landholders unknown elsewhere," who are afterwards stated to consider themselves, and to be recognised by the Court, as "*the actual proprietors of the soil.*" In a subsequent passage we find these remarkable words—"If comfortable habitations, and a numerous and healthy progeny, be proofs of a happy condition, the ryots in this province

enjoy it in a high degree; and the small zemindaries and talooks in this division have contributed to increase population, and to rear a temperate and robust species of man fit for every sort of labor." The opinions received on the same occasion from other provinces are uniform in stating that the condition of the cultivators has been meliorated (slender melioration if they ought to be the proprietors) by the establishment of courts to which they can apply for redress against great oppressions. But I find nothing from the zemindaries resembling or approaching the delightful picture which has been drawn of the condition of these rightful proprietors confirmed in the possession of their estates. About the same time that Mr. Vérelst confirmed in Chittagong the rights which he found established, Bulwunt Sing, the zemindar of Benares, then subject to the Vizier of Oude, found the same rights in that province, but instead of confirming, he invaded and usurped them. Forcibly subverting the rights of the zemindars, he reduced them from the condition of proprietors to that of mere tenants. This usurpation continued until the system of considering the zemindar as the proprietor of the soil had been for some time established, and the courts of the English Government had been erected at Benares. The usurpation had not been of sufficient standing to obliterate the knowledge and the remembrance of the ancient proprietary rights; and after due investigation, the present zemindar was prevailed on by the British Government formally to recognize these rights, and they have accordingly been restored. I observe that a similar question was depending before the provincial court in 1801 between the

zemindars and mocuddums (heads of villages) in Bhaugulpore, but I am not informed whether any other attempts have been made by the inhabitants of Bengal for the recovery of their ancient rights. The reader will probably be of opinion that enough has been adduced to establish the existence in that country of the same rights, and the traces of a gradation similar to that of the south, by which they have been partially obliterated or entirely destroyed. Happily, in a large portion of the territory subject to the Government of Fort St. George, the question is still open to consideration. The rights which still exist are ripe for confirmation, and those which have been partially or wholly usurped or destroyed may yet be restored. Instead of creating, by the most absurd of all misnomers, a few nominal proprietors, who, without farther usurpation, can by no possible exertion of power be rendered either more or less than farmers or contractors of revenue, the British Government may still restore property, and its concomitant blessings, to the great mass of its subjects. In this portion of India its ancient constitution may yet be revived. A company of merchants may confer a more solid benefit than was announced in the splendid proclamation of the Roman Consul to the cities of Greece; freedom, in its most rational, safe, and acceptable form, may be proclaimed to the little *republics* of India by declaring the fixed and moderate revenue that each shall pay, and leaving the interior distribution to themselves; interfering only on appeal from their own little magistrate either in matters of revenue, or of landed or of personal property. Under such a

system, varying only from their ancient constitution in substituting for the tax on industry, involved in the exaction of a proportion of the crop, a fixed money payment, which is also of great antiquity in India, the waste would quickly be covered with luxuriant crops, because every extension of culture would be a clear profit to the proprietor; and without running into the wild fancies of a golden age, the mass of the people would be interested in the permanency of a Government which had essentially improved their condition, and with the religion and laws of their fathers had revived their long forgotten proprietary rights. But the British Government will only deceive itself, and harass the people, in the vain attempt to improve their condition by mere theories and innovations, while they continue to exact the whole landholder's rent as is done in some districts, or the greater part of it as in others. They must not expect to create property in land by a certain number of magical words inscribed on paper or parchment. The only operation by which property in land can be restored is simply to leave the farmer that which constitutes property, a rent, a proprietor's share; and this may be effected without any material diminution of that revenue which the exigencies of the time so imperiously demanded, by conceding to the proprietor the abatement which has, in all cases, been made to the *newly invented zemindar*.

However applicable the latter part of the above observations may be to a portion of the territory subject to the Government of Fort St. George, in which there are no zemindars, and

The above observations,  
however applicable to the  
territory subject to the  
Government

of Fort St. George, do not apply to Bengal and other provinces, where the country, when ceded to the Company, was in the actual possession of zemindars and talookdars.

where the lands are held in common, or under any mode of joint or separate tenancy, by the *little republics* adverted to, or *village communities*, as they are elsewhere called and described in the History of Mysore,\* they do not apply to Bengal and other provinces, where there are no such republics or communities (without a zemindar, talookdar, or other superior landholder), and where, as justly observed by Mr. Rouse, at the time when they were ceded to the East India Company, “the country was distributed amongst the zemindars and

\* In page 117 of that work they are described as follows:—“Every Indian village is, and appears always to have been, in fact a separate community or republic, and exhibits a living picture of that state of things which theorists have imagined in the earliest stages of civilization; when men have assembled in communities for the purpose of reciprocally administering to each other's wants. 1.—The *Gond*, *Potail*, *Mocuddum*, or *Mundul* (as he is named in different languages) is the Judge and Magistrate. 2.—The *Curnum*, *Shanborg*, or *Pulwaree*, is the Register. 3.—The *Taliary* or *Sthilvar*, and 4.—the *Tolie* are severally the watchmen of the village and of the crops. 5.—The *Neerguntee* distributes the water of the streams or reservoirs in just proportion to the several fields. 6.—The *Folishee* or *Foshee*, or astrologer, performs the essential service of announcing the seasons of seed-time and harvest, and the imaginary benefit of unfolding the lucky or unlucky days and hours for all the operations of farming. 7.—The smith, and 8., the carpenter, frame the rude instruments of husbandry and the ruder dwelling of the farmer. 9.—The potter fabricates the only utensils of the village. 10.—The washerman keeps clean the few garments which are spun, and sometimes woven, in the family of the farmer, or purchased at the nearest market. 11.—The barber contributes to the cleanliness and assists in the toilet of the villagers. 12.—The silversmith, marking the approach of luxury, manufactures the simple ornaments with which they delight to bedeck their wives and their daughters. These twelve officers (*Bara-bullontee* or *Ayangadee*), or requisite members of the community, receive the compensation of their labor either in allotments of land from the corporate stock, or in fees consisting of fixed proportions of the crop of every farmer in the village. In some instances, the lands of a village are cultivated in common, and the crop divided in the proportions of the labor contributed, but generally each occupant tills his own field. The waste land is a common pasture for the cattle of the village. Its external boundaries are as carefully marked as those of the richest field, and they are maintained as a common right of the village, or rather the *township* (a term which more correctly describes the thing in our contemplation), to the

talookdars."\* This fact (which is admitted by Mr. Grant) should be always recollectcd when the measures adopted by the Government of this Presidency, as they respect the zemindars and talookdars, are examined, and a judgment is passed upon the justice or policy of those measures. The Court of Directors had been required by an Act of the Legislature to give orders "for settling and establishing, upon principles of moderation and justice according to the laws and constitutions of India, the permanent rules by which the tributes, rents, and

Necessity of adverting to this fact whenever the measures of the Government of Fort William, as they respect the zemindars and talookdars, are examined. The instructions of the Court of Directors, under an Act of the Legislature, must also be attended to.

exclusion of others, with as much jealousy and rancour as the frontiers of the most potent kingdoms. Such are the primitive component parts of all the kingdoms of India." It is added in a note—"In some parts of the country the silversmith is not found included in the enumeration of twelve, his place being occupied by the *pote*, a less expensive member of the community, who frequently fills also the office of schoolmaster." And a further note contains the following extract from Colonel Munro's Report on *Gantpoor*, dated 15th May 1806:—"Every village, with its twelve *Ayangadars*, as they are called, is a kind of little republic, with the *Potail* at the head of it; and India is a mass of such republics. The inhabitants, during war, look chiefly to their own *Potail*. They give themselves no trouble about the breaking up and division of kingdoms; while the village remains entire, they care not to what power it is transferred; wherever it goes the internal management remains unaltered; the *Potail* is still the collector and magistrate, and head farmer. From the age of Menu until this day, the settlements have been made either with, or through, the *Potails*."

\* The following description of the talookdars of Bengal is given by Mr. H. Colebrooke in his *Remarks on the Husbandry and Internal Commerce of Bengal*:—"An inferior and subordinate class of proprietors hold petty estates. In the western provinces, where the office of the first receiver of rents (the *mucuddam* or *mundul*) has in some instances become hereditary, the class of inferior proprietors may have had its origin in the admission of heirs to succeed to the subordinate offices of collection under the zemindar. But this cannot be the origin of the petty proprietors which are common in the eastern districts of Bengal. These tenures seem rather to have been an extension of the rights of occupants from vague permanence to a declared, hereditary, and even transferable, interest. They all bear a fixed quit-rent for portions of land which are to be inherited in regular succession, and some were understood to authorize the transfer by sale or donation, and consequently conferred every right which constitutes a real property. Others, not compatible with alienation by sale or gift, formed an imperfect and dependant property.

services of the rajahs, zemindars, polygars, talookdars, and other native landholders should be in future rendered and paid to the United Company." Corresponding instructions were accordingly issued to the Governor General in Council (as stated in treating of the permanent assessment);\* and the latter, in forming a settlement as far as practicable with the landholders, at the same time framing such rules as might be requisite for maintaining the rights of all descriptions of persons under the established usages of the country, were desired to "consider with minute and scrupulous attention the Clause above cited from the Statute 24 Geo. III, Cap. XXV, taking special care that all the measures adopted in the administration of the revenues be consonant to the sense and spirit thereof."

Under these instructions, and the legislative provision on which they were founded, the only points to be considered respecting the zemindars and talookdars in actual possession of their zemindaries

What points  
were left for  
the considera-  
tion of the  
Local Gover-  
ment under  
those instruc-

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which, nevertheless, was inheritable in regular succession. But both, by abuse, are become liable to a variable assessment in common with the lands of other occupants. The untransferable, but hereditary properties still, however, remained a little superior to the common right of occupancy, because this ceased with possession; whereas, the hereditary title authorized the talookdar, or his heir, to resume possession, though his actual occupancy might have been interrupted." In a letter from the Collector of Midnapore (Mr. Ernst), dated the 24th February 1802, and included among the answers to interrogatories, which have been printed for the use of the House of Commons, he observes that "all the talooks in this district, that existed at the time of the settlement, had been many years in the possession of the proprietors, and most of them had belonged to their families four or five generations." The same might be said of the Orissa and Bengal talookdars in general, and it has been already noticed (vol. II, page 216) that above three thousand were separated from the zemindary of Rajshahye alone under the rule for a settlement with talookdars, who, from their title-deeds or otherwise, might be considered proprietors of the lands composing their talooks.

\* Vol. II, page 173.

and talooks, within the provinces subject to the Presidency of Fort William, were those to which the inquiries of the Local Government were immediately directed, *viz.*, their "real jurisdictions, rights, and privileges, and the constitution and customs of the Mahomedan or Hindoo Government; and what were the tributes, rents, and services which they were bound to render or perform to the sovereign power." The result of this investigation is fully and candidly stated in the minute of Mr. Shore (now Lord Teignmouth) on the rights of zemindars and talookdars, and in his subsequent minutes, with those of Marquis Cornwallis, relative to the permanent settlement of Bengal and Behar.\* A perusal of these documents and of the rules established for the permanent settlement, including those enacted for the protection of the ryots and other under-tenants, will enable every person to judge how far the intention of the Legislature and the instructions of the Court of Directors have been duly carried into effect or otherwise.

It is not my intention to enter into a formal discussion of the subject, but having noticed the objections of Colonel Wilks, it is incumbent on me to offer a few remarks in answer, chiefly with a view to correct some mistakes into which he appears to have been led by want of accurate local information. Had he possessed this knowledge, he would not have supposed the firman of the Emperor Furukhseer, granting to the Company, not the *royal-ties*, but the talookdary tenure (subject to an annual jumma or assessment of Rs. 8,121) of thirty-eight

Remarks in  
answer to the  
objections of  
Colonel Wilks.

What owners  
of villages are  
referred to in  
the firman of  
the Emperor  
Furukhseer.

\* See Appendix to the Fifth Report of the Select Committee, 1812. Numbers 1 and 5.

villages, in addition to three adjoining villages formerly *purchased from the zemindars*, on condition of these additional villages being also *purchased from the owners*, to afford any just ground of inference that the two eminent personages referred to by him might, on the very spot where the discussion was conducted by them, have perceived a claim to the property in the soil distinct from that of the sovereign or the zemindar. For the *malikan*, or owners, from whom the purchase was to be made, were *zemindars*, as expressly recognised in the first article of a subsequent treaty with Suraj-oo-doulah (in February 1757), which stipulated “that the villages given to the Company by the firman, but detained from them by the soobahdar, be allowed them according to the tenor of the firman; and that no restriction should be put upon the *zemindars*.<sup>\*</sup>

What description of landholders in the district of Chittagong were intended and mentioned in the Report cited by Colonel Wilks.

Colonel Wilks is under a similar mistake respecting the landholders in the district of Chittagong, whom, on an imperfect extract from a Report, not of the Judge and Magistrate, but of Mr. Ker, the Collector, dated the 17th March 1802,\* he supposes to be a distinct class of land proprietors (not *zemindars*) possessing ancient rights of inheritance, mortgage, sale, and gift, which were confirmed to them, at an early period of the Company's Government, by Mr. Verelst. The fact is, however, that these very proprietors are *zemindars*, and are so designated in both the paragraphs of the Collector's Report, from which the extracts cited by Colonel

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\* It was written in answer to circular interrogatories from Marquis Wellesley, and is included amongst the papers which were printed for the use of the House of Commons in April 1813.

Wilks are made. The first paragraph is in the following terms :—“The regulations, in my opinion, are not calculated to realize the public demand with promptitude and facility from the petty *zemindars* of this district. The minute sub-division of the landed property in this province, arising from the prescriptive right, which the occupants have enjoyed since the formation of the first jummabundy by Mr. Verelst, of transmitting their lands by inheritance, mortgage, or sale, and from the recognition of that right in the practice of the Dewanny Adawlut since its first institution, has fixed a value on real property here which is not attached to it in other parts of Bengal, and has given existence to a numerous body of landholders unknown elsewhere. They feel themselves confirmed by custom, and a series of precedents of the Civil Court, as the actual proprietors of the soil, of even the smallest portion into which land can be divided. Secure in their possessions, and independent, they despise control; and in general only pay their revenue when convenient to themselves. If recourse be had to attachment, the concomitant expense is excessive in proportion to the arrear and value of the estate; and it has been found ineffectual to adopt the system of distraining their personal property, as it is only productive of causing the elopement of the defaulters, and the concealment of their effects. All deputations therefore, made with a view to the distress and sale of personal property, tend only to harass the incumbents, without any real advantage to Government. As these *zemindars* in general follow their own ploughs, and are the immediate cultivators of the

soil, they differ only in name from inferior tenantry, and therefore might be rendered subservient to the same rules; and it would contribute much to the punctual collection of the public revenue if the collector of this district were authorized, without any previous application to the Dewanny Adawlut, to proceed against defaulting proprietors, whose annual revenue may be under fifty Rupees, in the same manner as he is authorized by Section 25 of Regulation VII, 1799, to proceed against the under-tenants of an estate that may become subject to a khas collection on the part of Government." The second paragraph quoted is as follows:—"The *zemindars* in general conduct themselves with moderation towards their under-tenants, but this originates more from the fear of punishment than the love of justice. The *zemindars* and *ryots*, in their common transactions, seldom attend to the principles of good faith. Between them there exists a mutual distrust, and the ruling passion that influences them in all their actions is a strong self-interest that oversteps every bound of morality and virtue. The execution of specific engagements, and delivery of receipts for payments, which in all instances would tend to the security of the land-holders and their tenants, are seldom tendered, and the almost total dereliction of the performance of these reciprocal duties is a strong proof of a want of honesty, both on the part of the *zemindars* and their *ryots*. If comfortable habitations and a numerous and healthy progeny be proofs of a happy condition, the *ryots* in this province enjoy it in a high degree, and the small estates in this district have contributed much to increase population, and

to rear a temperate and robust species of men fit for every sort of labor."

Colonel Wilks appears to be under a further misapprehension respecting the description of persons who were deprived of a proprietary right in the province of Benares, by Rajahs Bulwunt Sing and Chyt Sing, before the transfer of the sovereignty of this province to the Company, and were restored with the consent of Rajah Mahipnarain under the provision for that purpose contained in the fifth Clause of Section 3, Regulation I, 1795.\* The persons so dispossessed and restored were *village zemindars*, as expressly recognised in the clause above noticed, and in Section 12, Regulation II, 1795, which describes them as a "numerous class of village zemindars who had been dispossessed and reduced to the situation of cultivating ryots during the administration of Rajahs Bulwunt Sing and Chyt Sing." Colonel Wilks indeed appears to be aware that the restored landholders, in this instance, have the designation of zemindars, and he has added the following note:—"I am indebted for this fact to verbal information from a gentleman now holding a very high office in India, and officially conversant with the whole history of revenue in Bengal. The restoration occurred during the period that Mr. Duncan, late Governor of Bombay, presided over the affairs of that province; and I have also the obliging permission of that gentleman to state that he considers the account here given to be generally correct; but I do not know the exact extent to which Bulwunt Sing had proceeded in his exactions. The present settlement

\* See vol. II, page 288.

is made with the actual occupants (whether individually, or collectively by villages, is virtually the same); and according to the nomenclature of Bengal as applied to Chittagong, we have here the great zemindar of Benares, and a multitude of small zemindars paying ten or twenty Rupees of revenue through the medium, or on account of, the great zemindar, who retains one Rupee in ten of the net collections as his commission. It will scarcely be denied that the zemindars of Benares and Burdwan, when we first became acquainted with them, were considered to be the same description of persons, and to bear the same relation to the inhabitants of their respective provinces. Yet in one, the occupants of the lands have been made proprietors; in the other, they are tenants." But supposing (what is by no means the case) that the zemindars of Benares and Burdwan possessed the same rights and privileges, and stood exactly in the same relation to the British Government when subjected to its authority, would it follow that the landed tenures within their two zemindaries, situated in different provinces, and at a remote distance from each other, must be the same? In the first Clause of Section 17, Regulation II, 1795, it is stated that "the landholders in the zemindary of Benares consist for the most part of village zemindars;" and in the second Clause of the same Section it is added—"There are also many talookdars within the four circars composing the zemindary of Benares, which have depending on them a greater or less number of village zemindars, many of whom still retain the right of disposing by sale of their own estates, subject of course to the payment of the usual jumma

to the talookdar." But there were no such village zemindars in the district composing the zemindary of the Rajah of Burdwan. There were indeed some talookdars, and I believe some malgoozary aymadars, who were considered proprietors of the lands within their talooks, or ayma tenures, under the provisions of Sections 5 and 9, Regulation VIII, 1793.\* .But these were separated from the zemindary under the general rule contained in Section 4 of the same regulation, that the settlement, under certain restrictions and exceptions (specified in the sequel) "be concluded with the actual proprietors of the soil, of whatever denomination, whether zemindars, talookdars, or chowdhries." It is, therefore, evident that Colonel Wilks is altogether mistaken in his remark, concerning the zemindaries of Benares and Burdwan, that "in one the occupants of the lands have been made *proprietors*, in the other they are *tenants*;" and it shows the danger of making the state of landed property in one province a criterion for determining the rights of landholders and tenants in another province.

Colonel Wilks is not better informed respecting the village maliks in the province of Behar, if, as inferrible from his observations on a letter from the Collector of Shahabad, annexed to Lord Cornwallis' Minute of the 3rd February 1790, he supposes that the private property in land claimed by the maliks therein referred to, or by numerous other maliks of the same description in the Behar Province, was not recognized in the rules for the permanent settlement. The Collector of Shahabad, (whose

Circumstances  
of the village  
maliks in the  
province of  
Behar referred  
to in Colonel  
Wilks' observa-  
tions upon a  
letter from the  
Collector of  
Shahabad.

\* See vol. I, pages 212 and 215.

letter, dated the 29th September 1809, was brought forward by Lord Cornwallis to prove that a notification of the intended permanent settlement had produced the effect expected from it, by rendering “the proprietors of land anxious to have the management of their own estates,” reported indeed a particular case in which certain zemindars in the district of Rotas (Baboo Jugunnath Sing and Sunote Sing) had fraudulently obtained from the Patna provincial council, in the year 1771, a grant of twenty-nine villages, *in lieu of malikanah* on their zemindary, stated to consist of 874 villages, many of which were, “in fact, the property of others,” who, the Collector says, “now claim the right of proprietors;” and he gives the following statement of the different claims which had come before him in forming the settlement of the villages referred to : “1. The Baboos object to any person or persons being permitted to enter into engagements as maliks for any village or villages which have been included in the 874 villages stated by them to the Patna Council to compose their zemindary, and on which they have already received the proprietary right of malikanah, as such circumstance might affect the tenure of their malikanah villages granted by the said Patna Council. 2. Men whose talooks were included in the Baboos’ 874 villages now claim the right of proprietors, and deny that the Baboos are possessed of any deeds which can justly deprive them of their rights. In like manner, the heads of several of the villages, composing such talooks, make the same objection to the talookdars’ claim, asserting themselves independent maliks. They affirm that, solely for the sake of security to

themselves, they placed their respective villages under the protection of such talookdars who, from their superior influence, were able to screen them from the vexatious interference of the overbearing agents of the *hakim*, or provincial officer, on the part of Government. 3. The smaller zemindars, who assert that they included their villages in the talooks of the greater landholders for the sake of protection only, have occasionally disposed of the whole or part of such villages. The purchasers claim possession, and the privilege of giving in their caboleuts as maliks, or proprietors. This is objected to by the talookdar, who considers every village forming the talook as his own unqualified property. 4. Men who have purchased villages or talooks, and paid ready money into the treasury of the aumil, deeming their claims superior to all others, urge them with much vehemence. Some of these purchasers of lands have sold their lands to others, and it is possible that such sales have been variously multiplied. 5. Many of the old proprietors who have disposed of their villages at different times, in order to pay their balances of revenue, urge with great earnestness that such sales were occasioned by the oppressive extortion of aumils, and that at a time when the property of land was rather considered a misfortune than an advantage. They, therefore, request that their old accounts may be examined, and they are most willing to pay such balances as may appear just. They further urge that the present prospect of ease and profit to all proprietors of land from the proposed ten years' settlement, as well as from the probability of a fixed moccurred assessment, will tend

considerably to raise its value, and that their property was sold to satisfy the demands of aumils at every disadvantage, even supposing the demands just, because, at that time, lands scarcely bore any value. 6. Some cases have occurred where the real proprietors of the soil have sold their lands twelve or fifteen years ago, but have, nevertheless, continued in charge of such lands for the following reasons :—The purchaser, although willing to afford an equitable jumma, has, not unfrequently, been frustrated in this respect by the exaction of the aumil, and by the eagerness of the old malik to submit to any extortion rather than quit the lands he has been obliged to sell. By these means, the purchaser has, for long intervals, remained out of possession. At this particular time, when all are struggling to establish a claim to land, the old proprietors object the purchaser's not having had possession as a reason why the bills of sale in his favor should not be adhered to." But this statement, with the further information given by the Collector of Shahabad, that he had made a provisional settlement with the actual village occupants as *ooruf maliks*, or reputed proprietors, taking engagements from them to relinquish the lands "if hereafter any persons should establish their claims by legal process," should, I think, have led Colonel Wilks to conclude that the rights of the maliks of villages, wherever any such existed, and could establish their title, were not disregarded in the admission of zemindary rights, or in the general formation of a permanent settlement with the actual landholders, a conclusion which is supported by the express rule above cited from Section 4, Regu-

lation VIII, 1793, as well as by several other provisions in that Regulation.\*

I cannot but regret that Colonel Wilks has satisfied himself with a very imperfect extract from the minute of Lord Cornwallis, dated 3rd February 1790, as affording sufficient ground for a remark that his Lordship had *comforted himself by reflecting* that, if the zemindars levy new impositions from the ryots, the rents will in the end thereby be lowered, because, “when the rent becomes so high as to be

Remarks on  
Colonel Wilks'  
citation from  
the minute of  
Lord Corn-  
wallis, dated  
3rd February  
1790.

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\* See vol. II, pages 212 to 221. Colonel Wilks having noticed a suit, depending before the Moorshedabad provincial court, between the zemindars and mocuddums of the district of Bhaugulpore, and the Committee of the House of Commons having also referred to the same cause (in the Fifth report on India affairs, dated the 28th July 1812), it may be useful to note in this place that the right of the *malik mocuddum* of Bhaugulpore, as proprietors of the lands composing their mocuddumy tenures, to pay their revenue directly to Government, under the rules prescribed for a settlement *with the actual proprietors of the soil*, in Sections 4 and 5, Regulation VIII, 1793, was finally decided by the Court of Sudder Dewanny Adawlut, on the 21st June 1814, in a cause wherein Rungal Chowdhry was plaintiff and appellant, and Ramanath Das, the defendant and respondent. For the purpose of exhibiting a precise statement of the grounds on which this decision was passed, I hope to be excused in subjoining, *verbatim*, the following opinion recorded by myself as Chief Judge on the occasion:—

“It has been determined by the Court of Sudder Dewanny Adawlut (in the case of Hoeraram Chowdhry *versus* Syud Mohammad Hosein, decided by Mr. Colebrooke and Mr. Fombelle on the 8th September 1806) that a *mocuddum* in Zillah Bhaugulpore, appearing to be a *malik* of the village composing his mocuddumy, is entitled to be considered an actual proprietor of land, and to engage directly with Government for the assessment of his *milkeet*, under the provisions\* of Regulation 8, 1793. In the present suit, which includes 26 assily and 12 dakhily villages, the title-deeds exhibited by respondent appear sufficient to prove that he is *malik* of eight of the assily and four of the dakhily villages; but the bills of sale, which he alleges to have received for the remaining villages, are not forthcoming, and the nature of his title to them, whether of *malik* and *mocuddum*, or of *mocuddum* only, is not, therefore, so clearly ascertained. Appellant, who was plaintiff in the Zillah Court, admitted in his original pleadings the *mocuddumy* tenure of respondent in all the villages, but stated the *mocuddum* to be a servant of the zemindar or chowdhry like the putwary, and denied the right of respondent, as *mocuddum*, to be separated from appellant's chowdrace as a proprietor under the rules pres-

oppressive and intolerable to the ryot, he must at length desert the land," the very land, it is added, "the rents, taxes, or impositions on which the zemindar ought to be punished for attempting to raise," as if Lord Cornwallis had proposed to sanction or tolerate the undue exactions of the zemindars; whereas his Lordship's real sentiments on this point were expressed in the following terms:— "If Mr. Shore means that, after having declared the zemindar proprietor of the soil in order

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cribed in Regulation 8, 1793. It is, therefore, necessary to determine a general question, not yet decided by this Court, whether the mocuddumy tenure in Zillah Bhaugulpore, without proof of the mocuddum's holding any distinct title as malik, is separable, as an independent estate, under Sections 4 and 5 of Regulation VIII, 1793, from the chowdhryee to which it may have been heretofore annexed; or whether it is to be considered a dependent tenure, and left under the chowdhry, in pursuance of Sections 6, 7, or 8 of that Regulation. With a view to form a satisfactory judgment on this question, the Court called for the proceedings and documents in another cause, decided by the Moorshedabad provincial court, between Kishnaram, chowdhry of Tuppah Poornanadesh, Pergunnah Bhaugulpore, plaintiff, *versus* Parusnath Ghose, former canoongee of Zillah Bhaugulpore, and Nuwul Das, mocuddum of Tuppah Shahabad, in the same pergannah. In this case the mutual rights of chowdhry and mocuddum were more fully investigated than in the suit now under appeal, but the decree of the Provincial Court in favor of the defendants (passed by Mr. Pattle and Mr. Rocke on the 9th August 1808), having declared Nuwul Das, who appeared to have purchased his mocuddumy Tuppah from the heirs of a former malik, to possess a full right of property therein, it cannot be considered a precedent for the present case without proof of a similar title. On full consideration of the documents and proceedings in the cause above mentioned, as well as in that now before the Court, with such other means of information as I have been able to consult, I am of opinion that the mocuddumy tenure in Zillah Bhaugulpore is such as to entitle the holder of it to all the privileges of a village in alik as possessed by acknowledged maliks in the same zillah, and in other parts of the province of Behar, for the following reasons, 1st.—The mocuddumy tenure does not appear to be held by a pottah, or any other writing, from the chowdhry, but to have existed, from time immemorial, in common with the chowdhryee, and to be equally hereditary and transferable." In Ferishtah's History of Hindooostan, the chowdhries and mocuddums are mentioned together as having "rode on horseback, clad in armour, or clothed in rich dresses, and amused themselves in hunting like the nobility" till they were oppressed by the tyranny of Sultan Ala-oo-Deen, who died, after a reign of 23

to be consistent, we have no right to prevent his imposing new *abwabs*, or taxes, on the lands in cultivation, I must differ with him in opinion. Unless we suppose the ryots to be absolute slaves of the zemindars, every beegah of land possessed by them must have been cultivated under an express or implied agreement; that a certain sum should be paid for each beegah of produce, and no more. Every *abwab*, or tax, imposed by the zemindar over and above that sum is not only a breach of that

years, A. D. 1316, and "reduced the mocuddums and chowdhries to the level of the mass of ryots; ordering the dues of the mocuddums (*wujoob-i-mocud-dumee*) to be collected and paid into the public treasury." 2ndly.—The mocuddums appear to have exercised a full right of property in selling the lands of their mocuddumy villages by regular bills of sale, which in many instances have been attested by the czury, canoongee, and chowdhry, and expressly declare the *tussuroof malikanah*, or proprietary possession, of the seller to be transferred to the purchaser. 3rdly.—The interest of the mocuddum in the lands which compose his tenure, and the cultivation of which it is his particular province to superintend and promote, appears to be greater than that of the chowdhry. The relative proportions of the russoom moenddumy, and russoom chowdhriace, are not indeed clearly specified in the papers before the court; and from the evidence of some of the witnesses it appears that during a few years antecedent to the permanent settlement, when the lands were let in farm, or held khas by the officers of Government, the usual malikanah allowance of ten per cent. was equally divided between the chowdhry and the mocuddum. But in a Report from Mr. S. Davis, assistant on deputation in Mungher (a copy of which is annexed to this opinion), dated the 11th August 1790, the *Neakdary* (portion of the rents payable by the ryots, appropriated to the mocuddum, chowdhry, and other persons mentioned under this head) is stated as follows:—

1.—*In Nuckdy lands, the rents of which are payable in money.*

			Rs.	A.	G.
Mocuddum, per Rupee, on the assul jumma		...	...	0	0 20
Chowdhry	ditto	ditto	...	0	0 5
Putwary	ditto	ditto	...	0	0 5
Gorayt	ditto	ditto	...	0	0 2½
Deh-khurch	ditto	ditto	...	0	4 0

agreement, but a direct violation of the established laws of the country. The cultivator, therefore, has, in such case, an undoubted right to apply to Government for the protection of his property, and Government is at all times bound to afford him redress. I do not hesitate, therefore, to give it as my opinion that the zemindars neither now, nor ever, could possess a right to impose taxes, or *abwabs*, upon the ryots ; and if from the confusion which prevailed toward the close of the Mogul Government,

*2.—In Bhawly, and other land, the rents of which are payable in kind.*

	SR. CH.
“ Malik or mocuddum, per maund of the assul rent	... 1 0
Patwary ... , ... , ... , ... , ... , ... , ... ,	0 3
Kyal ... , ... , ... , ... , ... , ... , ... ,	0 4
Doh-dar ... , ... , ... , ... , ... , ... , ... ,	0 4
Gorayt ... , ... , ... , ... , ... , ... , ... ,	0 4
•	<hr/> 2 .4 <hr/>

*Abwabs,*

Russoom chowdhraee ...	... ... ... 0 4
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*Deh-khurch, different rates on lands of different descriptions.”*

The following explanation is added of the *mocuddumy* and *russoom chowdhraee*. 1st.—“ *Mocuddumy*, or as it is also termed malikanah, is the proportion of the gross rent from time immemorial allotted to the proprietor, or officer of that name, whose relative situation, or particular duty, I conceive it unnecessary to explain. 2nd.—*Russoom chowdhraee* is an allotment to the chowdhry or zemindar, similar in its nature to the foregoing.”

In the above statement the proportion of the rent produce receivable by the *mocuddum*, both in *mukdy* and *bhawly* lands, is four times that receivable by the *chowdhry*; and although the same proportion may not have been established in every Pergunnah, its existence in Pergunnah Mungheer, with the explanation given of the malikanah, or proprietary share, receivable by the *mocuddum*, who is also called *malik* or *mocuddum* indiscriminately, the acknowledged right of the *mocuddums* in every Pergunnah to a share of the rent produce, or of the malikanah allowed to proprietors of land when deprived of the management of their estates, and the equal division of that allowance, of late years, between them and the *chowdhries*, when the settlement has not been made with either of them, afford strong presumptive evidence that the proprietary rights of the village *mocuddums* in Zillah Bhaungulpore have been long considered substantially the same as those of the village *maliks* in the

or neglect, or want of information since we have had the possession of the country, new *awabs* have been imposed by the zemindars, or farmers, that Government has an undoubted right to abolish such as are oppressive, and have never been confirmed by a competent authority ; and to establish such regulations as may prevent the practice of like abuses in future." Lord Cornwallis then adds—"Neither is the privilege, which the ryots in many parts of Bengal enjoy, of holding possession

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same district, who are in general *mocuddums* as well as *maliks*, and are usually denominated *malik mocuddum*. The different views taken of the Mogul system of Government and of the tenures of land under that system will of course lead to different conclusions as to the nature and extent of the proprietary rights formerly possessed by chowdhries and *mocuddums*, as well as by other landholders in India. But it may be useful, in considering the present question, to notice that the late Mr. James Grant, who held the office of *serishtehdar* under this Government, and who attempted full description of the Mogul system in his "political survey of the northern circars," after observing that "the *desmook*, *zemindar*, *chowdhry*, or chief of a district, consisting of one or more *pergannahs*, held the first rank or consideration, for he was at once the agent of Government, the head farmer, and natural representative of the people," adds that "the *patali*, *mocuddam*, or chief ryot of a *deh*, *gram*, or village was precisely, within his narrower limits, what the *desmook* was in the *pergannah* or *zemindary*." Although much of what I have stated is not evidence in the cause before us, it may be adduced in support of a general opinion upon the nature of the *mocuddum* tenure ; and with this view I may further notice that, on enquiry relative to this tenure in different districts of the province of Behar, I am credibly informed that the village *maliks* are in many instances also denominated *mocuddums*, without any discrimination or difference of proprietary rights. Cheda Sing, brother of Kurrugnarin Sing, states that he and his brother were chowdhries of 200 villages in Pergannah Serissa, Zillah Tirhoot; that at the time of forming the decennial settlement, it was made by the collector with him and his brother for 50 villages, of which they were themselves *maliks*; but that the settlement of the remaining 150 villages was concluded with their respective *malik mocuddums*, who have consequently become entirely independent of his chowdhriace. The village *maliks* having, under the rules for the permanent settlement, been everywhere considered entitled to pay the assessment upon their milkeent villages direct, to Government, the *mocuddums* of Zillah Bhaugulpore are, I think, entitled to the same privilege ; and I therefore see no reason, in the cause before us, to alter the decisions of the zillah and provincial courts

of the spots of land which they cultivate, so long as they pay the revenue assessed upon them, by any means incompatible with the proprietary rights of the zemindars. Whoever cultivates the land, the zemindars can receive no more than the established rent, which in most places is fully equal to what the cultivator can afford to pay. To permit him to dispossess one cultivator, for the sole purpose of giving the land to another, would be vesting him with a power to commit a wanton act of

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which confirm the collector's separation of respondent's mocuddumy villages from the chowdhraee of appellant, and the settlement made with respondent as an independent landholder, under the provisions of Regulation 8, 1793. With regard to the plea of appellant (who in his last statement admits the existence of hereditary mocuddumy tenures, with full rights of property) that respondent's mocuddumy is not of this description, but an office only, held at the pleasure of the zemindar or chowdhry, I see no evidence whatever to support it; and in a Report of the chukladars and mocuddums of Tuppah Nia-desh at three different periods, *viz.*, the Fussily years 1182, 1197, and 1206, transmitted by Mr. Sherburne, Collector of Bhugulpore, to the Board of Revenue on the 28th January 1804 (a copy of which accompanies this opinion). I find respondent designated as mocuddum of the villages now in dispute, in the same manner as appellant is also mentioned as mocuddum of other villages, the mocuddumy tenure of which is possessed by him. I have not stated, in support of respondent's title, the inference which might be drawn from appellant's having himself entered into separate engagements with Government for the assessment of his own mocuddumy villages, as well as jointly with respondents, Ruttum Mun and Bhowany Churn, for Sohail and other villages, the mocuddumy of which is held by them in joint tenancy; because we are not exactly informed under what circumstances appellant, and his co-partner Ruttum Mun, were induced to enter into these engagements, which were also subsidiary to a trial of right in the dewanny alawlit under Section 12, Regulation VIII, 1793. It may be still a question whether appellant is not entitled to receive from respondent his established nankar, or russoom chowdhraee, such as he was accustomed to receive before the settlement with respondent, when he did not engage for the revenue of his chowdhraee. But as respondent asserts that the chowdhraee russoom has been, long since, abolished by order of Government, and as this question has not been tried or agitated in the present action, brought for re-annexation of the mocuddumy villages to the chowdhraee of appellant, it may be left to amicable adjustment, or, if requisite, to a separate suit.

To prevent mistake, it may be proper to note that the *malik mocuddums* of Zillah Bhugulpore and other parts of the province of Behar, referred to

oppression, from which he could derive no benefit. The practice that prevailed under the Mogul Government, of uniting many districts into one zemindary, and thereby subjecting a large body of people to the control of one principal zemindar, rendered some restriction of this nature absolutely necessary. The zemindar, however, may sell the land, and the cultivators must pay the rent to the purchaser. Neither is prohibiting the landholder to impose new *abwabs*, or taxes, on the lands in cul-

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in the foregoing opinion, are very different in the tenure and rights from the *mundal moedduns* of Bengal. The latter are described in the Report of Messrs. Anderson, Crofts and Bogle, Commissioners, dated 25th March 1778, as follow, and their statement of the functions of a mundal or moeddum is adopted in M. Shore's Minute on the permanent settlement of Bengal, dated 18th June 1789, paras. 243, 246. "The mundal or moeddum is the chief ryot of a gong or village, and may be said to hold his office by the good will of the inhabitants. His duty and situation lead him to act as a mediator between the ryots and the petty collectors of the revenue; to assist them in selling their crops, and in raising money to pay their rents; and to settle or accommodate the little disputes which arise in the neighbourhood. He is, therefore, chosen from amongst the oldest or most intelligent inhabitants, and his influence and services depending solely on the good opinion of the ryots, it is not the interest of the zemindar to change him as long as he preserves their confidence. The head officer of a gong or village on the part of the zemindar is styled currunchary or putwary." Moedduns of the description here mentioned are noticed with the putwaree in the Ayeen Akbery vol. 1 of Gladwin's Translation, pages 381 and 385. The *moeddum* (erroneously called *mochurur* in the translation) and the *putwary* are directed "to keep their respective accounts of the produce of the soil in the same manner as the karkoon." The annil is directed to compare these accounts, put his seal to them, and give copies to the *tepuckhy*, or accountant. The latter is also instructed "to receive from the putwary and moeddum copies of their towje accounts as a guide for making the collections, together with copies of the *sirk-but*, or receipts, which are given to the husbandman."

J. H. HARINGTON.

June 24th, 1814.

Mr. Fombelle, 2nd Judge of the Court of Sudder Dewanny Adawlut, concurred in the above opinion, and the decrees of the zillah and provincial courts, in favor of the respondent, were confirmed accordingly.

tivation tantamount to saying to him that he shall not raise the rents of his estate. The rents of an estate are not to be raised by the imposition of new *abwabs*, or taxes, on every beegah of land in cultivation; on the contrary, they will in the end be lowered by such impositions, for when the rate of assessment becomes so oppressive as not to leave the ryot a sufficient share of the produce for the maintenance of his family, and the expenses of cultivation, he must at length desert the land." This extract surely warrants an inference the very reverse of what appears to have been drawn by Colonel Wilks, or at least to what others might naturally infer from the extract given by him and his observations upon it.

Remarks on  
Colonel Wilk's  
quotation from  
Mr. Shore's  
minute of the  
8th of Decem-  
ber 1789.

I must further object to the quotation from Mr. Shore's Minute of the 8th December 1789\* without its context, which, if duly attended to, will, I think, explain what has appeared to Colonel Wilks

*an inextricable puzzle*. Mr. Shore, in the minute referred to, amongst other reasons for postponing the conclusion of a fixed unalterable assessment of the land revenue, notices the intricate and confused state of the land-rents; "that the rules by which the rents are demanded from the ryots are numerous, arbitrary, and indefinite; that the officers of Government, possessing local control, are imperfectly acquainted with them, whilst their superiors, further removed from the detail, have still less information; that the rights of the talookdars dependent on the zemindars, as well as of the ryots, are imperfectly understood and defined; that, in common

\* It was recorded on the 21st December 1789, and is printed at length in the Appendix to the Fifth Report to the Select Committee, 1812.

cases, we often want sufficient *data* and experience to enable us to decide, with justice and policy, upon claims to exemption from taxes; and that a decision erroneously made may be followed by one or other of these consequences; a diminution of the revenues of Government, or a confirmation of oppressive exactions." He then (after some further remarks to the same effect) observes as follows:—"The necessity of some interposition between the zemindars and their tenants is absolute, and Government interferes by establishing regulations for the conduct of the zemindars, which they are to execute, and by delegating authority to the collectors to enforce their execution. If the assessment of the zemindaries were unalterably fixed, and the proprietors were left to make their own arrangements with the ryots without any restrictions, injunctions, or limitations, which indeed is a result of the fundamental principle, the present confusion would never be adjusted. This interference, though so much modified, is in fact an invasion of proprietary right, and an assumption of the character of landlord which belongs to the zemindar; for it is equally a contradiction in terms to say that the property in the soil is vested in the zemindar, and that we have a right to regulate the terms by which he is to let his lands to the ryots, as it is to connect that avowal with discretionary and arbitrary claims. If the land is the zemindar's, it will only be partially his property whilst we prescribe the *quantum* which he is to collect, or the mode by which the adjustment of it is to take place between the parties concerned." But to reconcile these apparent contradictions with the actual tenures of the zemindar and ryot, it is

added—"The most cursory observation shows the situation of things in this country to be singularly confused. The relation of a zemindar to Government, and of a ryot to a zemindar, is neither that of a proprietor nor a vassal, but a compound of both. The former performs acts of authority unconnected with proprietary right; the latter has rights without real property; and the property of the one, and rights of the other, are in a great measure held at discretion. Such was the system which we found, and which we have been under the necessity of adopting. Much time will, I fear, elapse before we can establish a system perfectly consistent in all its parts, and before we can reduce the compound relation of a zemindar to Government, and of a ryot to a zemindar, to the simple principles of landlord and tenant."

In truth this is the principal source and origin of whatever confusion really exists in the discussions which have taken place relative to the tenures of land in India. It is by attempting to assimilate the complicated *system which we found* in this country with the simple principles of landlord and tenant in our own, and especially in applying to the Indian system terms of appropriate and familiar signification, which do not, without considerable limitation, properly belong to it, that much, if not all, of the perplexity ascribed to the subject has arisen. If by the terms *proprietor of land*, and *actual proprietor of the soil*, be meant a landholder possessing the full rights of an English landlord, or free-holder in fee simple, with equal liberty to dispose of all the lands forming part of his estate as he may think most for his own advantage, to oust his

A zemindar is not a proprietor of land in the sense of an English landlord, or free-holder.

tenants, whether for life or for a term of years, on the termination of their respective lease-holds, and to advance their rents on the expiration of leases at his discretion; such a designation, it may be admitted, is not strictly and correctly applicable to a Bengal *zemindar*, who does not possess so unlimited a power over the *khoodkasht* ryots, and other descriptions of under-tenants, possessing, as well as himself, certain rights and interests in the lands which constitute his zemindary. But Colonel Wilks, with a view to guard against this ambiguity of expression, has defined the sense in which he proposes to use the word *proprietor* as follows:—"In England a proprietor of land, who farms it out to another, is generally supposed to receive as rent a value equal to about one-third of the gross produce. This proportion will vary in different countries according to circumstances, but whatever it may be, the portion of it which remains after payment of the demands of the public may safely be described as the proprietor's share of the produce of his own land, that which remains to him after defraying all public taxes and all charges of management. Wherever we can find this share, and the person entitled to receive it, him we may, without the risk of error, consider as the proprietor; and if this right has descended to him by fixed rules from his ancestors, as the hereditary proprietor." According to this definition, it cannot, I think, be denied that a zemindar is, in a restricted sense, *an hereditary proprietor*. His zemindary descends to his legal heirs by fixed rules of inheritance. It is also transferable by sale, gift, or bequest. And he is

But he comes  
within the descrip-  
tion of an  
hereditary  
proprietor,  
given by Colo-  
nel Wilks,

entitled to a certain share of the rent produce of his estate if it be taken out of his management : or if he manage it, and engage for the public assessment, he receives whatever part of the rents may remain after paying the assessment, and defraying the charges of management. It must,

The zemindary tenure under the Moosulman Government of Bengal and adjacent provinces, especially in the large zemindaries held by sunnud, considered, however, to be an hereditary office, with certain rights and privileges attached to it.

however, be allowed that the peculiar tenure of a zemindar, as it existed under the Moosulman Government of Bengal and the adjacent provinces (especially with regard to the principal zemindars who held their zemindaries, with certain services attached to them, under a sunnud of grant or confirmation), partook more of the nature of an *hereditary* office, with certain rights and privileges attached to it, than of a proprietary estate in land ; though it is justly observed by Mr. Rouse that, "if the zemindary be even an office, and such office give possession of land, which has, by claim or custom, descended from father to son, or to collaterals, with other circumstances incident to property, such as mortgage, alienation, bequest, or adoption, it is, in reality, a *landed inheritance*." The subjoined definition of a zemindar, with a slight alteration, formed part of the remarks submitted by me to Lord Cornwallis in March 1789, on Mr. Law's plan of settlement, as noticed in the second volume of this Analysis.\* The zemindar

Definition of a zemindar, by the author of this Analysis, in 1790.

\* Pages 192 and 239.

† The word is thus written according to Doctor Gilchrist's system of orthography. But the common mode of expressing it, which is also used in the regulations, corresponds with the system adopted by Sir W. Jones, accenting the long vowels, as *zemindār*.

revenue of the State from the ryots (more correctly written *ruyyuts*) and other under-tenants of land. Allowed to succeed to his zemindary by inheritance; yet in general required to take out a renewal of his title from the sovereign or his representative on payment of a *paishcush*, or fine of investiture, to the Emperor, and a *nuzerannah*, or present, to his provincial delegate, the Nazim. Permitted to transfer his zemindary by sale or gift; yet commonly expected to obtain previous special permission. Privileged to be generally the annual contractor for the public revenue receivable from his zemindary; yet set aside with a limited provision, in land or money, whenever it was the pleasure of Government to collect the rents by separate agency, or to assign them, temporarily or permanently, by the grant of a *jageer* or *ultumgha*. Authorized, in Bengal, since the early part of the present century\* to apportion to the pergunnahs, villages, and lesser divisions of land within his zemindary the *abwab*, or cesses, imposed by the Soobahdar, usually in some proportion to the standard assessment of the zemindary, established by Torenmul and others; yet subject to the discretionary interference of public authority, either to equalize the amount assessed on particular divisions, or to abolish what appeared oppressive to the ryot. Entitled to any contingent emoluments proceeding from his contract during the period of his agreement; yet bound by the terms of his tenure to deliver in a faithful account of his receipts. Responsible, by the same terms, for keeping the peace within his jurisdiction; but apparently allowed to

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\* The Eighteenth of the Christian Era.

How far the preceding definition is applicable to the zemindars with whom a permanent settlement has been concluded.

apprehend only, and deliver over to a Moosulman magistrate for trial and punishment. This is in abstract my present idea of a zemindar under the Mogul constitution and practise." I will now add, in concluding this imperfect statement of the discussions which have taken place relative to the rights of zemindars, that after the elapse of twenty-eight years since the above definition was given, I see no reason to alter it, as applicable to the principal zemindars of Bengal and Behar, before the conclusion of a permanent settlement with them for the land revenue of their respective zemindaries. Their situation, however, is materially altered by that important arrangement, particularly in their relation to the governing power, and as to what may be denominated the public interests or rights of Government in the lands of a zemindary estate. With reference to the power expressly reserved to the Governor General in Council by the Seventh Article of the Proclamation issued on the 23rd March 1793, and repeated in Section 8, Regulation I, 1793, *viz.*, that he "will, whenever he may deem it proper, enact such regulations as he may think necessary for the protection and welfare of the dependent talookdars, ryots, and other cultivators of the soil;\*" to the principle declared in the preamble to Regulation 19, 1793, that "by the ancient law of the country, the ruling power is entitled to a certain proportion of the produce of every beegah of land (demandable in money or kind according to local custom) unless it transfer its right thereto for a term or in perpetuity, or limit

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\* See vol. II, page 198.

the public demand upon the whole of the lands belonging to an individual, leaving him to appropriate to his own use the difference between the value of such proportion of the produce and the sum payable to the public, whilst he continues to discharge the same;”\* and to the large proportion of the rent of malgoozary lands (*viz.*, all lands subject to assessment) which is still paid into the public treasury through the zemindars and other superior landholders with whom or in behalf of whom the settlement has been concluded; such landholders may perhaps, strictly and theoretically, be yet considered as receivers, not simply of a private land-rent, but of the public land revenue or Government’s portion of the land produce, from the cultivators and other under-tenants. As, however, the zemindar, talookdar, chowdhry, village malik, malik-mocuddum (or mocuddum having the rights of a malik), and generally every landholder, of whatever denomination, on whose estate the public demand has been limited by a fixed assessment, is now at liberty (in the terms above cited) *to appropriate to his own use the difference between the value of such proportion of the produce and the sum payable to the public*, as the amount of this difference (or proprietor’s share, as it is designated by Colonel Wilks) is already computed to be, on an average, *treble* what it was before the establishment of a permanent assessment;† and

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\* Vol. II, page 486.

† See note on the First Clause of Section 14, Regulation I, 1814, page 167, of the present volume. When the assessment was variable, malgoozary lands were seldom disposed of, either publicly or privately, for more than one year’s jumma, which was reckoned equivalent to ten years’ net profit. But they are now sold, under a fixed assessment, at an average price of three years’ jumma, which has consequently been adopted in the regulations as the valuation of malgoozary land in the Lower Provinces and Benares.

In what sense the superior landholders, whose estates have been secured to them, and to their successors in perpetuity, at a fixed assessment, may be recognised as proprietors.

as it may be expected to increase still more by the cultivation of waste lands and other agricultural improvements, the landholders, whose estates are secured to them, and to their lawful successors in perpetuity, at their present assessment, may be not improperly recognised as *proprietors of land* in a general sense, such as that evidently intended by the regulations and public acts of Government, *viz.*, without prejudice to the rights of the ryots, and other under-tenants, of whatever description.\* Moreover, the zemindars are no longer required to take out a sunnud in ratification of their succession, or to pay *paisheush* or *nuzerannah*. Nor are they required to obtain any permission for the sale or gift of their estates, but are expressly declared at liberty, subject only to the legal provisions of the Hindoo or Mahomedan law and the regulations in force, "to transfer to whomsoever they may think proper, by sale, gift, or otherwise, the proprietary rights in the whole, or any portion of their respective estates, without applying to Government for its sanction."† Neither are they subject to a temporary or permanent dispossession from the management of their zemindaries whilst they continue to pay, with punctuality, the revenue assessed upon them. Being themselves exempt from any

\* *Vide* Proclamation before referred to in vol. II, page 198. It may be further noticed in this place that it is expressly declared in the Seventh Clause of Section 15, Regulation VII, 1799, that proprietors and farmers of land "will be held responsible for all acts done by them, or by their agents, which may exceed their just powers, and infringe the rights of under-tenants of whatever description, whether founded on pottahs or other written deeds and engagements, or on long prescription and established local usage."

† See Art. 8. of Proclamation issued 22nd March 1793, vol. II, page 200.

new *abwabs*, or cesses, by the Soobahdar, they are restricted from imposing any upon their ryots, and they are still, as heretofore, liable to the interposition of public authority, as far as may be just and necessary, to prevent oppressive exactions from their under-tenants, and secure the stipulated or prescriptive rights of the latter in their respective tenures: But consistently with the due maintenance of such rights (the possessors of which, whether dependent talookdars, istumrardars, khoodkasht or other privileged ryots, or generally of whatever denomination, if they have any right of occupancy to distinguish them from tenants-at-will, may be considered to hold talookdary, istumrary, or other dependent and inferior estates within those of zemindars, independent talookdars, and other superior landholders), the zemindars are now allowed to enjoy whatever rents and profits may arise from the improvement of their estates without rendering or exhibiting any accounts of their receipts and disbursements, except when such accounts are required for an allotment of the fixed assessment on divisions of estates, or for the adjustment of suits between landholders or farmers and under-tenants relative to demands or exactions of rent.\* Lastly, the zemindars in Bengal and Behar are exonerated from the charge of the police, and required only to co-operate with the police officers of Government in maintaining the peace within the limits of their respective estates, especially in giving punctual information of all heinous offences committed, and in discovering and

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\* See vol. II, pages 166 and 162.

Terms in which a zemindar may be defined, or described, where the assessment on his zemindary has been permanently fixed.

assisting to apprehend the offenders.\* A zemindar in the above provinces, as well as in other parts of the territory subject to this Presidency where the public assessment upon his zemindary has been permanently fixed and engaged for, may, therefore, be now defined or described in the following terms, *viz.* :—A landholder possessing a zemindary estate, which is hereditable and transferable by sale, gift, or bequest; subject, under all circumstances, to the public assessment fixed upon it; entitled, after payment of such assessment, to appropriate any surplus rents and profits which may be lawfully receivable by him from the under-tenants of land in his zemindary, or from the cultivation and improvement of untenanted lands; but subject, nevertheless, to such rules and restrictions as are already established, or may be hereafter enacted by the British Government, for securing the rights and privileges of ryots and other under-tenants, of whatever denomination, in their respective tenures, and for protecting them against undue exaction or oppression. What are the ascertained rights and privileges of the under-tenants here referred to, and what rules have been enacted for maintaining them, will form the subjects of the two following sections.

This section concluded with a copy of Mr. Shurd's Minute on the rights and privileges of jageerdars, referred to in

It was my wish to notice previously, under the head adopted for the present section, a class of landholders distinct from those whose rights have been considered, *viz.*, the holders of *lakheraj* tenures, or lands held exempt from the public assessment. But

\* Vol. I, page 510. The responsibility of the landholders and farmers of land, and their local agents, for giving information of crimes and of offenders to the magistrates or police officers has been more fully provided for in Regulations VI, 1810; I, 1811; III, 1812; and VIII, 1811.

I find that any adequate consideration of the different tenures of this description, with an exhibition of the grants under which they are held, would occupy more room than can be allotted to the subject in this work, and must, therefore, content myself with giving the following copy of Mr. Shoro's Minute *on the rights and privileges of jageerdars*, which is referred to in the concluding part of his minute on the rights of zemindars and talookdars, and was recorded on the same date, *viz.*, the 2nd April 1788. I regret that I am compelled to omit its voluminous, but useful, *appendix*, which contains the authorities referred to in it.

#### ON THE RIGHTS AND PRIVILEGES OF JAGEERDARS.

"The ancient forms of the Mogul constitution appear to have nearly expired with Aulumgeer, and when the Company acquired possession of the dewanny, the traces of them were only to be found. It is not, therefore, surprising that the English should have adopted erroneous ideas on this subject, and have confirmed abuses which they found to exist. In no instance is this reflection more applicable than to the subject I mean now to discuss, the nature of the tenure called *jageer*."

"I shall first explain what this tenure was under what the jageer tenure was under the regular constitution of the Mogul Empire in order to point out those abuses which have subsequently prevailed in it, with considerable detriment to the interests of the Government.

"A jageer is properly an appendage to a dignity called *munsub*, which it is therefore necessary to explain. In the Mogul Empire there are no hereditary dignities. The rank of the nobles was con-

ferred by special appointment from the Emperor for life only, and revocable at his pleasure ; and it was estimated by the number of horse which they were supposed to command. This command was denominated munsub, and a jageer was an appendage to it. The mode of granting munsubs and jageers was first reduced to a regular system in the reign of Akber, when the highest munsub conferred was ten thousand, and the lowest ten, being in all sixty-six, of which those above five thousand were granted only to the sons of the Emperor. The person on whom a munsub was conferred was styled *munsubdar*. He was raised to this dignity either by the immediate selection of the Emperor himself, or from the recommendation of the Nazims of Bengal, Cabul, and Deccan, who, by reason of the superior importance of their charge, and the distance of their governments from the court, were allowed the privilege of recommending for preferment those persons whose power and abilities they required for the support of their administration. The forms attending the appointment of a munsubdar are detailed in the appendix. It is only here necessary to remark that the Emperor's pleasure, signified by his signature, was equally essential for the appointment of a munsubdar, or for increasing his rank.\*

Horse attached to a munsub how far nominal, and further descrip-

The number of horse, which constituted the rank of the munsub, was merely nominal, and the personal pay of the munsubdar, though regulated by it,

\* *Note added to the original Minute.*

"The Emperor's pleasure being previously signified, one of the four Bukshes at the presence (who were dignified with the appellation of *Buksheean Oozam*, or the Grand Bukshes) presented a petition to his Majesty on behalf of the person to be promoted, specifying his name with that of his family, and setting forth his request to be enrolled among the number of the royal servants. A

was distinct from that which he received for the effective horse which he was obliged or allowed to maintain. The former commenced from the date of the certificate of his appointment ; the latter from the date on which his horses were mustered.\* The pay for both was issued sometimes in money, and oftener by the assignment of land in jageer. In either case the prescribed official forms were extremely minute, and most scrupulously observed. In the Company's Provinces there are no assignments in money, and the present discussion relates only to those in land called jageor.† All munsubdars were obliged to

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sewal, or petition, of a similar nature was presented to the throne for increasing the *meratib*, or rank of a munsubdar, whether in consequence of the Emperor's order, or on the recommendation of the Nazims of the Soobahs mentioned in the minute. The sewal, or petition, having received the approbation of his Majesty, was referred to the duster of one of the four Bukshees, where it received the attestation, or official mark of the mutsuddies, called *tusdeek*. It was then presented a second time to the Emperor, who signified his final approbation by superscribing the word *be-debund*, or 'let them grant it.' This superscription was sometimes written by the Bukshees upon receiving the royal order for that purpose. The petition being deposited in the duster, a *yad-dashl*, or certificate, was issued, specifying that, on such a date, such a person was elevated to a munsub, of so many thousand, in the rissalch of such a Bukshee. The above forms constituted a munsubdar."

\* *Second note added to the Minute.*

" Descriptions of the horsemen attached to a munsubdar were taken in writing, and the horses were marked with hot irons by an officer appointed for that purpose, called the *daroghah dagh tushechah*, who acted under the orders of the Bukshees at the presence."

• • • † *Third note added to the Minute.*

" In order to obtain the necessary vouchers for granting an assignment for the pay of the munsubdar and his *tabieen*, or troops, an officer called the *daro:ghah urz mokurrir* presented a *sewal*, or petition, to the Emperor, representing that such a person having been appointed to a munsub of so many thousand, and the *tusdeek*, or original attested sewal or petition of the Bukshee, with the *yad-dashl* or certificate, having been deposited in the duster, his Majesty's further orders respecting such munsubdar were required. The Emperor then inscribed the letter. *swoad*, or mark of approbation, on the top of the *sewal mokurrir*, signifying that the sewal, containing the particulars relating to the munsub, had been presented a *second time* to his Majesty, and returned with the signature of approbation. If the Emperor directed that the munsubdar

attend the Emperor whencver called upon; sometimes they were bound to specific services. The dignity of munsub was equally conferred upon the Civil and Military Officers of the State, who were supposed to be qualified for the duties of both stations, and were hence called *Sahib-i Syfo Kulum*, or masters of the sword and pen.

Jageers for  
what purpose  
granted.

"The jageers were granted for the purpose of enabling the munsubdars to appear with a suitable retinuc in the presence of their sovereign, or to should be paid in money, no other forms were requisite except the customary orders on the treasury. If the Emperor signified his pleasure that the munsubdar should receive his pay by an assignment of land (which was denominated a jager), the Bikshee notified his Majesty's pleasure to the vizier who accordingly issued an order to the *dewan-i-tun* to prepare the necessary grants. Upon the receipt of this order, the *dewan-i-tun* drew out a sewal, or petition, which was transmitted, under an envelope, to the Emperor who superscribed it with the letter *sawd*, or mark of approbation. It was then brought to the vizier who signed on the back of it the letter *ain*, and returned it to the *dewan-i-tun* who added the letter *meem*, after which it received the official marks of the mutsuddies of one of the four Bikshees, and was deposited in the duster. The *dewan-i-tun* then drew up another sewal, or petition, in which all the particulars relating to the assignment were detailed. If the amount of it was under ninety thousand daums, the vizier had authority to superscribe the sewal with the words *tunkha debund*, 'let them grant the assignment.' If it amounted to one lakh of daums, the vizier presented the sewal to the Emperor who superscribed it with the letter *sawd*, under which the vizier wrote the order above mentioned. It then received the official marks of the *dewan-i-tun* and his officers, and was deposited in the duster. In conformity to the above papers, a perwannah was drawn out under the seal of the vizier, directed to the dewan of the Soobah in which the land to be assigned was situated, specifying the rank of the munsub, the cavalry attached to it, and the number of months for which the assignment was granted, and directing him, after putting the munsubdar in possession, to transmit an account of all the particulars relating to the land to the royal presence. When an assignment was granted to the dewan, the vizier's perwannah was addressed to the nazim, as appears from a sunnud of Ytesam Khan now before me. In all other cases it appears to have been directed to the dewan; and when the offices of nazim and dewan were for a short time united in the person of Serfrauzy Khan, the vizier's perwannahs for jager assignments were addressed to him under the titles annexed to his latter capacity; and in the *mootabik*, or provincial sunnud, issued in conformity to the same perwannah, he also appears in the character of nazim. The dewan, upon receiving the perwannah of the vizier, presented a sewal or petition to the nazim of the

enable them to discharge the duties of the station assigned to them. They were all either actually employed or ready for service when called upon. Jageers were of two kinds, unconditional and conditional. The former were conferred upon the munsubdars for their own maintenance and that of their retinuc, and the effective troops attached to their munsubbs, and as the dignity itself was granted for life, so were the funds assigned for it.\* It is not to be understood by an unconditional jageer that the

Of two kinds,  
unconditional  
and condition-  
al.

Soobah, reciting the particulars of the assignment, which the nazim superscribed with the words *sunud be dekud*, 'let them grant a sunnud.' Pursuant to this order the officers of the duster drew out an account of the jumma or assessment of the lands on which the assignment was to be granted, as fixed by Torenmul, the dewan of Akber, and a muchulka, or engagement, was taken from the jageerdar which the dewan superscribed with the words *benuzzer deramud*, 'it has been seen,' wherein he bound himself to treat the ryots with kindness, and not to collect from them more than the established dewanny dues, and also to pay into the public treasury whatever might be realized from the lands above the amount of the assessment. The dewan then drew out a sunnud (which was called *sunnud moolabik*, or a sunnud in conformity to the perwannah from the presence, under the seal of the vizier) directed to the chowdhries, canoongoes, and cultivators of the district in which the land granted in jageer was situated, acquainting them that a tunkha, or assignment, for so many dams having been granted to such a munsubdar, they were to account with him regularly for the established dewanny dues. It also enjoined the jageerdar to treat the ryots with lenity, and not to exact from them any thing beyond the customary rents. At the end of the *muttun*, or body of the sunnud, after the date, the nazim inscribed the *lyz* or mark of approbation, and at the top the dewan affixed his seal. On the back of the sunnud was inserted the perwannah of the vizier, the sewal or petition of the dewan of the soobah to the nazim, and all the particulars of the assignment, with its progress through the various offices of the State, from that of the vizier down to the lowest department of the duster of the dewan of the soobah. The original was then delivered to the jageerdar, who, after depositing a copy of it in the dewanny office, under his own seal or that of his vakeel, proceeded to take possession of the land. The sunnud to Fukhur-oo-deen Hoscin (Appendix No. 2) is very complete, and exhibits all the vouchers referred to in this note.".

\* *Fourth note added to the Minute.*

"It did not follow that any particular spot, once granted to a munsubdar, was to be continued to him during life, nor even that he should invariably receive his pay by an assignment on land. When a munsubdar detached on

munsubdar was exempt from the performance of any service. All that is meant by this term is, that the retaining the munsub, and the troops attached to it, did not depend upon his holding any particular office. A conditional jageer was granted to the principal servants of the crown in virtue of their offices, such as the vizier, the bukshees, the nazims, and their principal officers. The grant generally specified the name of the employment and the number of troops to be maintained for the exercise of it, and the jageerdar was to remain in possession of the land assigned in jageer under this form as long as he held the office. The assignment had no relation to the *Munsub-zaul*, or personal rank of the jageer-dar, being exclusively allotted for the support of the troops attached to his official capacity. Upon the removal of these officers, their lands were usually transferred to their successors. Jageers could only be conferred with the royal sanction; but when the power of the Emperor declined, the Nazims of the distant Soobahs, who are originally allowed only to recommend munsubs, usurped the privilege of granting jageers, both conditional and unconditional. This act was so avowedly derogatory

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service was recalled, or sent to another province, he generally received his assignment on lands not far distant from his new station. Sometimes the jageerlars were obliged to receive their pay in money, and those who were paid in money obtained assignments on land. In the book called the *Inshai Aulmuggeere*, there are various drafts of grants, both for converting money assignments into jageers, and the latter into the former—a proof that no perpetual occupancy of land was conveyed under this tenure. And from the summd of Fukhur-oo-detn Hosein, it further appears that his father relinquished a considerable part of his jageers during his own life in favor of his son, for whose pay no funds had been provided; the whole of the lands in the soobah, set apart for assignments, having been previously appropriated. The father of Fukhur-oo-deen Hosein received an assignment in another province for the land thus made over to his son.”

tory to the authority of the Emperor that an evasion was practised to conceal it. The sunnud for the jageer was prepared by the dewan of the Soobah in which the lands assigned were situated, and attested by the seal and the signature of the Nazim. His authority for issuing this grant was a perwan-nah from the vizier in consequence of his Majesty's previous sanction; and hence this grant has obtained the name of *sunnud mootabik*, or grant, in conformity to the order from the presence, under the seal of the vizier."

This sunnud is the foundation of all the rights and privileges annexed to a jageer, and it is, therefore, necessary to consider it with attention. All Detail of circumstances relative to sunnuds for jageers.

jageeree sunnuds consist of two parts; the body which is properly the grant, and the endorsement. The former is general stating that an assignment of a certain specified amount has been granted to such a person from a certain date, and refers to the endorsement for the particulars which are fully detailed there. The particulars which require notice are the following: 1st.—The rank of the munsubdar, and the pay annexed thereto. 2nd.—The number of effective horse allowed him, and the pay thereof. 3rd.—The amount of the assignment in daums, or in rupees, on a proportionate valuation thereof. 4th.—The number of months for which the assignment was granted.

Particulars which require special notice.

*First.*—The rank of the munsubdars, and pay First.—Particular rank of the munsubdar, and pay annexed thereto. annexed thereto. It has been already observed that the rank of a munsubdar was constituted by the number of horse which he was supposed to command. But in each rank there were three degrees, according to which his pay was regulated.

Thus it did not follow that every munsubdar of the rank of 1,000 received equal pay. This depended upon the degree of that rank in which he stood; and that degree again upon the number of effective horse which he was allowed. If the number of them was equal to the amount of his munsub, he was of the first degree. If less than that number, and more than half, of the second degree. If less than half, of the third. These distinctions applied only to munsubs of, and under, the rank of five thousand. According to these distinctions, the pay of a munsubdar of one thousand, if of the first degree, would be 20,00,000 daums; if of the second, 19,00,000; and if of the third, 18,00,000 only. A Table of the pay of the munsubdars, for their personal rank, is inserted in the appendix,\* which

\* The Table here referred to is entitled *Pay of the munsubdars for twelve months, in daums, for their munsub zant, or personal rank;* and contains the following specification:—

Rank of the Munsubs in daums.	First	Second	Third
	degree. Daums.	degree. Daums.	degree. Daums.
Twenty	40,000	35,000	30,000
Thirty	55,000	50,000	45,000
Forty	70,000	65,000	60,000
Fifty	85,000	80,000	75,000
Sixty	1,00,000	95,000	90,000
Eighty	1,40,000	1,30,000	1,20,000
One hundred	2,00,000	1,80,000	1,60,000
One hundred and fifty	2,50,000	2,30,000	2,10,000
Two hundred	3,40,000	2,80,000	2,60,000
Two hundred and fifty	3,50,000	3,30,000	3,10,000
Three hundred	4,00,000	3,80,000	3,60,000
Three hundred and fifty	4,50,000	4,30,000	4,10,000
Four hundred	5,00,000	4,80,000	4,60,000
Five hundred	5,50,000	7,50,000	7,00,000
Six hundred	6,50,000	9,00,000	8,50,000
Seven hundred	11,00,000	10,50,000	10,00,000
Eight hundred	12,50,000	12,00,000	11,50,000
Nine hundred	15,00,000	14,50,000	14,00,000
One thousand	20,00,000	19,00,000	18,00,000
One thousand and five hundred	30,00,000	27,00,000	24,00,000
Two thousand	40,00,000	37,00,000	34,00,000
Two thousand and five hundred	50,00,000	47,00,000	44,00,000
Three thousand	60,00,000	57,00,000	54,00,000
Three thousand and five hundred	70,00,000	67,00,000	64,00,000
Four thousand	80,00,000	77,00,000	74,00,000
Four thousand and five hundred	90,00,000	87,00,000	84,00,000
Five thousand	1,00,00,000	97,00,000	94,00,000
Six thousand	1,20,00,000		
Seven thousand	1,40,00,000		
Eight thousand	1,60,00,000		
Nine thousand	1,80,00,000		
Ten thousand	2,00,00,000		

will point out that annexed to each rank, and its three degrees. It may also be verified by a reference to the grant to Fukhur-oo-deen Hosein. The rank of his munsub is specified at two thousand, and the effective horse allowed him, 500. By the rules laid down, he is in the third degree of the rank of 2,000, and his pay is regulated accordingly, *viz.* :—

Amount assigned by the Table for the pay of a munsubdar in the third degree of the rank of 2,000 daums ...	34,00,000
Add 500 effective horse, at 8,000 daums	
for each per annum ...     ...     ...	<u>40,00,000</u>
Total in daums of the jageer assign- ed, according to the established rules of the Empire     ...     ...     ...	<u>74,00,000</u>

*Secondly.*—The number of effective horse allowed him. This was entirely unconnected with the number which fixed the rank of the munsub although it ascertained the degree of it, and on this account, in the revision of jageer sunnuds, is particularly worthy of attention. The pay assigned for each horseman was at the rate of 8,000 daums for twelve months, but the actual sums received by the jageerdars bore but a very small proportion to these allowances, which were little more than nominal; and hence it was that the munsubdars were not obliged to muster above a certain proportion of their effective troops, beyond which the number was nominal only.

*Thirdly.*—The amount of the assignment in daums. The daum was an imaginary coin at the rate of forty to a rupee. But in paying the troops

*Secondly.*—The  
number of ef-  
fective horse  
allowed.

*Thirdly.*—A  
mount of the  
assignment in  
daums.

this imaginary coin was valued according to the number of months for which the assignment was granted, and was in fact much below the general computed rate.

*Fourthly.—Number of months for which the assignment was issued.*

The number of months for which the assignment was issued. This is a very material point, as the value of the jageer, or assignment, greatly depended upon it. The munsubdars, and their effective troops, never received above eight or nine months' pay, and often only three. About five months was the medium. This will appear from a comparison of the daums granted in the sunnuds and their valuation in rupees. A Table is annexed for the purpose of exhibiting the actual value of a lakh of daums by a rule of proportion formed on the number of months for which the assignment was drawn out.\* This calculation was made by the dewan, as the perwannah of the vizier only specified generally the amount of the daums according to the established rates of the Empire, and the number of months for which the assignment was granted.

\* The following is the Table here referred to.

*Account to show the value of daums assigned by jageer, in proportion to the number of months for which the assignment was granted.*

Rs. A. G.				
When the assignment was for twelve months, one lakh of				
daums was estimated at	...	...	...	0 0
11 ditto	ditto	...	...	2,291 10 6
10 ditto	ditto	...	...	2,083 5 3
9 ditto	ditto	...	...	1,875 0 0
8 ditto	ditto	...	...	1,666 10 6
7 ditto	ditto	...	...	1,458 5 3
6 ditto	ditto	...	...	1,250 0 0
5 ditto	ditto	...	...	1,041 10 6
4 ditto	ditto	...	...	833 5 3
3 ditto	ditto	...	...	625 0 0

"From the preceding explanation a jageer may be defined to be an assignment in land or money for the support of a certain dignity, and for the troops annexed thereto. That it was either conditional or unconditional. The former implied that it was granted for the expenses of a particular office or station; the latter, that it was independent of any office or station, being appropriated for the maintenance of a dignity, a suitable number of attendants, and the effective troops annexed to it. In the latter case, it was granted for life, or until the Emperor should please to resume the dignity or diminish it. In the former case it existed whilst the possessor continued in office only; and upon his removal or dismission, devolved, either in whole or in part, upon his successor. The services required from the jageerdars were either specific, or they were bound to the performance of whatever duties might be assigned to them, and to attend in person with their effective troops whenever required. The actual value of a jageer depended, first, upon the degree of the rank of the munsubdar; and secondly, upon the number of months for which the assignment was granted. These considerations will suggest the rules to be observed in the revision of the sunnuds, but it is first necessary to explain the restrictions by which a munsubdar, in possession of a jageer, was prevented from receiving more than he was entitled to."

"As an equivalent for the pay which a munsubdar was entitled to receive, either on account of his personal allowance or that of the troops under him, he received possession of certain lands, the

rent of which was calculated in daums, according to the assessment of Torenmul. If they were found to produce more than the jageerdar was entitled to, he was obliged to account for the overplus, under the denomination of *towfeer*, or excess. This obligation extended also to any arrears of the rents of the lands assigned in jageer for the time which had elapsed previous to his acquiring possession, or to any anticipation of rents, in case of his dismission, previous to that period. And secondly, a proportion was deducted from the amount of the assignment for any deficiency in the number of effective troops which he was obliged to maintain. It was often usual, in assignments of any considerable amount, to suspend a part thereof until the accounts of the munsubdar had been adjusted. To render these restrictions more binding, a jageerdar was obliged to sign an obligation, previous to the receipt of his grant, making himself accountable for whatever might be due on the above grounds. The following instance, in proof of the strictness with which the Government exacted the *towfeer*, is so remarkable that I shall insert it at length from a book of good authority.\* Burkundaz Khan and other munsubdars, having obtained an assignment for their pay in the Pergunnah Berance, laid claim to the possession of the whole district, as the amount of the rents of it in daums corresponded exactly with that specified in the vizier's assignment. The dewan refused his assent, and insisted

Jageerdars held accountable for any *towfeer*, or overplus, received from the rents of the lands assigned to them.

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\* A *Dustoor-ool-amul*, or book of regulations and forms, written in the Fusly year 1137, by Anund Ram, *Nooskhah-nooee* in the dewanny duster of Illahabad.

upon their receiving their pay in money, which compelled the munsubdars to accept the assignments according to the established rules, and these left them no portion of the towfeer. By this adjustment, the Government was saved from a loss of 1,09,791 Rupees, being the excess of the rents of the district, beyond the valuation of Torenmtul. If, therefore; a revision of the sunnuds should take place, the following points must be attended to. First, the authenticity of the perwannah from the vizier; secondly, the number of months' pay granted in the assignment; and lastly, the difference between this sum and the actual produce of the lands."

"Under the Mogul Government there was a certain mehal, or jurisdiction, consisting of such lands as were set apart for being granted in jageer,<sup>Description of the paibakee mehal under the Mogul Government.</sup> under the denomination of *paibakee*. The other lands in the Soobah were called *khalsah mocurrury*, or fixed exchequer lands: these were supposed to be most productive, and were never granted in jageer. Under this jurisdiction, jageers, when resumed or escheated, fell, and here the towfeer, or excess, was brought to the credit of the State; as well as the amount of arrears, or anticipations for broken periods, as already explained. The produce of the three last articles was called the share of the exchequer, and under this term the jageerdars were compelled to account for it. Such were the ancient and regular forms of the Mogul constitution regarding the dignity called *munsub* and its appendage *jageer*, and from these it will appear that a jageerda<sup>r</sup> had not originally or constitutionally any right of property in the lands.<sup>It appears from what has been stated that the jageerda<sup>r</sup> had not any right of property in the assigned lands.</sup>

What jageers in Bengal and Behar. In Bengal there are few jageers, and of no considerable amount, but in Behar they exist to the annual value of near four lakhs of rupees, according to the estimate upon which they were made over to the jageerdars. Four-fifths of these grants were obtained during the anarchy of the reign of Shah Alum's immediate predecessor, and at the commencement of his accession, when he invaded Behar. Under such circumstances, we are not to expect much attention to the forms or to the spirit of the constitution; and on examining several of those grants, it appears that most of them contain nothing more than a simple assignment of daums without any specification of the rank of the munsubdars; the number of horse he was bound to entertain; or months for which he received pay; or whether the grant was conditional or unconditional; nor the customary engagement to pay into the khalsa the excess, or amount resulting from anticipated rents or arrears of a broken season. Of eight grants which have been revised, two only specify any services to be performed. By a comparison, however, of the number of daums assigned with the amount of the revenue lands delivered over to the jageerdaar, most of the assignments will appear to be for four or five months, as in Bengal and elsewhere; and from the evidence of the oldest and most intelligent officers, it appears that, until the end of Behadur Shah's reign, the regular forms were observed and the accounts of the munsubdars examined with the usual severity. From these circumstances, it is concluded that the lands in Behar; assigned by the jageeree grant, were held

When obtained in Behar.

And grant of them how far regular.

under the same tenure as in other parts of the Empire. It is also probable that many of the grants in Behar were fraudulently or surreptitiously obtained."

"In deciding the question regarding the resumption of jageers in Behar on account of informality and collusion in procuring them, or of the excess appropriated by the jageerdars beyond the assignment in the grant, many circumstances require consideration. I shall state such as occur to me. First, it is to be remarked that the sunnuds in Behar have undergone three revisions; by Mahomed Reza Khan in 1766, by Mr. Vansittart in 1771, and by Mr. Bushby in 1783; and have been confirmed each time. Secondly, that under the sanction of these confirmations, the jageerdars have enjoyed the rents of the lands made over to them, in perfect security, without being compelled to account for any overplus which they may receive beyond the amount of the assignment, or to perform any services. Thirdly, that the persons who held these lands have not any other means of subsistence; and if they were resumed, would be driven to poverty and distress. These considerations may indeed be shortened, and the whole reduced to this question—How far the faith of Government may be considered pledged to the possessors under the acts described? and admitting it not to be absolutely pledged, will policy and humanity warrant a decision that must reduce many of its subjects to distress? It may, on the other hand, be contended that no fraud ought to receive a sanction from the inability of the Government to detect it; that a jageerdar, who benefits by the indulgence

Circumstances  
to be consider-  
ed in deciding  
whether the  
Behar jageers  
should be re-  
sumed.

of Government, ought not to avail himself of that indulgence for a greater emolument than he is entitled by it to receive; and that he cannot have any claim to an immunity, merely because the Government has, from ignorance, suspended the exercise of its own rights in reclaiming its just dues. Between these opposite considerations, I shall not at present offer any opinion. It may be further observed that many persons now enjoying jageers have succeeded to them by virtue of inheritance, in direct violation of the constitution of the Empire. Such has been the lenity or want of information of the British Government in India."

Suggestion of  
the Court of  
Directors for  
converting ja-  
geers into ze-  
minderies and  
remarks upon  
it.

"The Honorable the Court of Directors, from motives of humanity, have suggested the idea of attempting to convert the jageers into permanent property by constituting them zeminderies. I have some doubts myself of the possibility of effecting this, and am of opinion that objections would be made by the jageerdars upon a general principle which appears universally to govern the natives of this country, that of an attention to temporary actual advantages in opposition to permanent remote benefits. But there is another and stronger objection that the lands held as jageers are actually at present portions of zeminderies, to the proprietors of which the jageerdars pay a stipulation under the name of malikanah. This term means *the right of proprietorship*. There can be little doubt that the zemindars would not be silent in claiming their property upon any attempt on the part of Government to assign it over in perpetuity to others, particularly those who retain their lands, and pay the rents thereof to the jageerdars. This is the

case, as I am informed, with many zemindars, and a curious proof of the inversion of right and property. It may, however, be immediately declared that no person shall be allowed to succeed to the possession of a jageer by right of inheritance, and that all jageers, upon the demise of the possessors, shall revert to Government. This declaration is indispensably necessary to annihilate the idea which appears to be entertained, that jageers are hereditable permanent property. If the Government should act in conformity to this declaration, the rents of all the jageers in Behar will in time revert to the Company. A decision on the previous question must also determine how far an investigation shall take place into the actual produce of the lands, with a view to the resumption of the towfeer, or excess. To this the objections stated will not apply with the same force as to a total resumption. But, at all events, I deem it highly expedient that the most accurate account should be procured of the present state of the jageers in Behar and of the possessors thereof, and for this purpose orders have been issued. With this account before them, the Board may be enabled to carry into execution any orders that the Court of Directors may think proper to issue respecting jageers, in case the question which I have stated should remain over for their decision."

"This account has been compiled from authentic records and good information. The proofs of what is here asserted will be found in the appendix, which contains a variety of information, of a detail too minute to be inserted in this account, without interruption to the connection of it. I cannot con-

It may be invariably declared that all jageers, on the death of the possessors, shall revert to Government.

And measures taken at the same time to ascertain the present state of the jageers in Behar.

This account compiled from authentic records and information detailed in the appendix.

Assistance derived from Mr. Barlow (now Sir George Barlow) in discussion of the subject.

clude without pointing out, for the notice of the Governor General in Council, the great assistance which I have derived from Mr. Barlow in the discussion of this subject. His abilities are never exerted with more zeal than for the information or interest of his employers."

J. SHORE.

## SECTION II.—RIGHTS OF UNDER-TENANTS.

Reason for having recourse to Mr. Shore's Minute of the 28th June 1789, which states the result of his able inquiries on the subject of this section.

For the reason stated in the preceding section, I must again have recourse to what has been left on record by Mr. Shore (now Lord Teignmouth) as the result of his able and laborious investigation of the rights of all persons possessing a right and interest in the lands of these provinces; whether zemindars, separated talookdars, maliks, and other declared proprietors, who, with reference to the nature of their tenures, as holding directly from Government, may be denominated *superior land-holders* and *tenants-in-chief*; or the dependent talookdars and other inferior landholders, as well as the immediate occupants of the soil, who, holding their tenures under the zemindars and other proprietors of land standing between them and Government, may be classed under the general designation of *under-tenants*. I avail myself of this aid, on the present occasion, the more readily, because the propositions which accompanied Mr. Shore's Minute on the permanent settlement of Bengal, dated the 28th June 1789, and were stated to be *deduced from the arguments* in that minute, formed the basis of the rules passed in the same year, and in 1790 and 1791, for the prevention of undue exactions from the dependent talookdars and ryots, for

consolidating the rents of the latter into one specific sum, and for prohibiting any new impositions upon them of whatever description, with other provisions meant to secure the ascertained rights of under-tenants, which were subsequently re-enacted, with amendments, in Regulation 8, 1793. These rules, which will be exhibited at length in the next section, cannot, therefore, be more properly introduced than by the following extracts from the minute above mentioned :

"The rent of the land, through whatever channels it passes into the public treasury, is paid originally by the ryots, or the immediate cultivators of the soil. Their situation, not only on this account, but as being the most helpless and exposed to oppressions, ought naturally to attract the attention and engage the interest of the ruling power. By the institutes of Akber, we are informed that when, from motives of justice and humanity, the Emperor ordered a settlement of the country to be made for ten years, he began by directing a measurement of the lands, and by fixing the rates of them according to their qualities and produce. The proportion which he claimed for the State was one-third of the medium produce.\* Whether this

Extract from the minute referred to, concerning the ryots or cultivators of the soil.

Notice of measures adopted by Akber, as stated in his institutes.

A third of the medium produce of land claimed by him for the State.

\* See Gladwin's Translation of the *Ayeen Akbery*, vol. I, part III, from which the following is an extract, under the head of *the division of the lands, together with some account of the revenues of Hindooostan*:—"When His Majesty had settled the *guz* (or measuring yard fixed at forty-one fingers), the *tenah* (a land-measure of sixty<sup>9</sup> *guz*), and the *bergah* (containing a square of sixty *tenah*, or 3,600 square yards), he next divided the lands into different kinds, and fixed a different revenue (*khiruj*) to be paid by each. *Poolej* is that land which is cultivated for every harvest, being never allowed to lie fallow. *Perowly* is that which is kept out of cultivation for a short time in order that the soil may recover its strength. *Checher* is that which has lain fallow three or four years. *Bunjer* is that which has not been cultivated for five years and upwards. Both of the two first-mentioned kinds of land, namely *poolej* and *perowly*, are of

But uncertain operation extended to Bengal, I know not. Torenmul whether Torenmul adjusted the rent of the ryots in Bengal on this principle.

is supposed to have fixed the rent payable by the ryots, but by what rules he settled it, we are not certainly informed.\* The assul jumma established by him does not now anywhere exist. At present, no uniformity whatever is observed in the demands

three sorts, *viz.*, best, middling, and bad. They add together the produce of a beegah of each sort, and a third of that aggregate sum is the medium produce of one beegah, *one-third part* of which is the revenue (*dust-moozd*) settled by His Majesty." Mr. Grant supposes an error in the translation, or a defect in the Persian original, of this passage. But two Persian copies which I have examined correspond with it, and the accuracy of Mr. Gladwin's version appears to be uncontestedly established by the tables which follow, detailing the adjustment for a beegah of *poolcj* land cultivated with wheat, vetches, barley, or other products of the spring harvest and autumn harvest respectively, *viz.*; 1st.—The produce of a beegah of the best sort of *poolcj* land. 2nd.—The produce of a beegah of the middling sorts. 3rd.—The produce of a beegah of the worst sort. 4th.—The aggregate produce of three sorts. 5th.—A third of the aggregate, or the medium produce of a beegah of *poolcj* land. 6th.—One-third of the medium produce, being the proportion fixed for the revenue, here denominated *pazung*. These tables, however, relate chiefly to grain, pulse, and cotton, and it is stated that for musk melons, onions, aniseed, and pot-herbs, as well as for indigo, poppies, the pann leaf, turmeric, hemp, and other specified articles, the revenue was ordered to be paid in ready money at the rates fixed in separate tables. *Perowty* land, when cultivated, was assessed with "the same revenue as *poolcj*." But for *checher* land, which had suffered from excessive rain or inundation so as to lie fallow three years, and become difficult of cultivation, the husbandman was allowed to pay two-fifths of the *established rate for poolcj* (not two-fifths of the produce, as stated by mistake in the printed translation) in the first year, three-fifths in the second year, four-fifths in the third and fourth years, and the full rate in the fifth year. A charge of five per cent. and a measuring fee of one daum per beegah, which appear to have been taken in addition to the established revenue from *poolcj* and *perowty* lands, were also to be paid in the third year for *checher* land. The rates fixed for the gradual assessment of *bunjer* land, which had been so much injured by inundation or otherwise as to be uncultivated for five years, were still more favorable, and were adapted to local circumstances. It was further made a general provision that "the husbandman may always pay his revenue in money or in kind as he may find most convenient;" and if he preferred a payment in kind, the division of the produce might be made either by *kunzoot* (an estimate or measurement of the crop whilst standing), or by *bhowulee*, called also *bulace*, *viz.*, a division of the grain after it is reaped or gathered.

J. H. H.

\* *Vide* pages 233 and 234.

upon the ryots. The rates not only vary in the different collectorships, but in the pergunnahs composing them; in the villages and in the lands of the same village; and the total exacted far exceeds the rates of Torenmul. Where these variations take place by any established rules founded on the quality of the soil, its produce, and the uses to which the land is applied, however perplexing they may be to the collector or other officers of Government, I do not deem them of material inconvenience to the ryots, who from usage understand them, and can tell when they are exposed to exactions. But the standard is often so indeterminate that the ryots neither know what they have to pay, nor can the officers of Government, without the most difficult investigation, ascertain whether they have been imposed upon or not. Of all subjects relating to the revenues, this, though the most important, is at the same time the most difficult to explain. I distrust my own knowledge upon it, and still more my ability to render it intelligible. I shall not therefore, in this place, enter into all the detail that it admits, but confine myself to a few general principles of practice only."

"There are two fundamental distinctions in the tenures of the ryots into which almost all the variations might be resolved. The first is, when the rents are calculated upon an *assul*, or original rate, with an addition of the cesses subsequently imposed. The imposition of these cesses is generally discretionary. They differ in names, numbers, and amount throughout the country. Their rates are variously regulated, at so much per rupee, or according to the number of months, and by other distinctions.

Present state  
of the land-  
rents in  
Bengal.

Principal dis-  
tinctions in the  
tenures of ry-  
ots.  
First, when the  
rents are cal-  
culated upon an  
original rent,  
and subsequent  
cesses.

The proportion of each is not calculated upon the *assul* only, but generally upon the aggregate of that and the preceding cesses; and so on progressively.

Secondly, when a fixed sum is paid for a specific quantity of land.

The second is, where a fixed sum is paid for a specific quantity of land, at so much per beegah, without any other distinction. The rate, in the first instance, may be settled with a due regard to the quantity of the land and its produce. The ryots holding under this form are compelled to stand to all losses, to pay for the land whether cultivated or not, and have no security against de-

Distinctions of khoodkashl and paekashl, resident and non-resident, cultivators.

mand but desertion. There are two other distinctions of importance also with respect to the rights of the ryots. Those who cultivate the lands of the village to which they belong, either from length of occupancy or other cause, have a stronger right than others, and may, in some measure, be considered as hereditary tenants; and they generally pay the highest rents. The other class cultivate lands belonging to a village where they do not reside; they are considered as tenants-at-will; and having only a temporary, accidental interest in the soil which they cultivate, will not submit to the payment of so large a rent as the preceding class; and when oppressed, easily abandon the land to which they have no attachment.

In general, throughout Bengal the rents are paid by the ryots in money, but in some places the produce is divided, in different proportions, between the cultivator and zemindar. This custom chiefly respects lands under the denomination of *khomar*. A ryot pays his rent either by a formal or implied agreement. The first is a deed called a *pottah*, which ought to express the nature and terms of his tenure and the amount of

Rents generally paid in money throughout Bengal.

Under what leases and agreements.

his rent. It often, however, refers some of the conditions to indefinite rules, such as the custom of the village or the pergunnah, the rates of an elapsed year, or the rent of his predecessor. The terms of an implied agreement are sometimes specific, as in Chittagong, where the rents are paid from year to year according to rates established upon a measurement of the lands in the year 1767, or indefinite as having a reference to the rates of the last and preceding years, as in Nuddea. In some places, as in the northern parts of the Dacca district, the collections are made by a *hustobood*, or measurement of the land held by each renter immediately previous to the harvest, agreeably to which the lands are valued and rents received. It would be endless to attempt the subordinate variations in the tenures or conditions of the ryots. It is evident that, in a country where discretion has so long been the measure of exaction, where the qualities of the soil and the nature of the produce suggest the rates of the rents, where the standard of measuring the land varies, and where endless and often contradictory customs subsist in the same district and village, the task must be nearly impossible. The collector of Rajshahye observes upon this subject "that the infinite varieties of soil, and the further variations of value from local circumstances, are absolutely beyond the investigation, or almost comprehension, not merely of a collector, but of any man who has not made it the business of his life."

"The distinctions above pointed out have a reference to some rule, but the abuses that subsist are great, and more important to be known. Amongst these the following may be enumerated—

Many subordinate variations in the tenures of the ryots.

Abuses to which the ryots are exposed in the payment of their rents.

**Arbitrary im-** *First.*—The arbitrary impositions of the zemindars, farmers, and others to which the ryots are subject, which are generally measured by their supposed ability to pay them. The pretences for these impositions are various. The death of a zemindar, the birth of a son, or any increase by Government upon the zemindar, are some amongst the number. A stipulation is sometimes exacted, and without ceremony given, that these taxes shall terminate with the year: but they are seldom relinquished without the substitution of others to an equivalent amount. *Second.*—The want of formal engagements between the renters and the ryots. This is a very general complaint, as it renders it almost impossible to detect exactions. *Third.*—The inequality of the assessment, to the advantage of the superior, and to the great injury of the inferior ryots, established by the influence or impositions of the former. *Fourth.*—The indefinite terms of the pottahs in some places, which neither specify the quantity nor the quality of the land, or rate of payment. *Fifth.*—The arbitrary custom of levying the deficiency, occasioned by failures in some parts of the district, upon the other ryots. *Sixth.*—The continual breach of engagements with the ryots on the part of the zemindars or other landholders and renters. *Seventh.*—The want of regular discharges to the ryot for the rents which they pay. On the other hand, the ryots derive advantages even from abuses. The want of engagements, or of precision in the terms of them, affords them opportunities of imposing upon the landlords. Artifice is opposed to exaction, and often with success. They cultivate lands of which there is no account, and hold them

**Want of form-**  
al engage-  
ments.

**Inequality of**  
**assessment.**

**Indefinite**  
**terms of pot-**  
**tahs.**

**Exaction to**  
**supply defici-**  
**encies of other**  
**ryots.**

**Continual**  
**breach of en-**  
**gagements.**

**Want of re-**  
**ceipts or dis-**  
**charges for**  
**rents paid.**

**Illicit advan-**  
**tages which,**  
**on the other**  
**hand, are de-**  
**rived by the**  
**ryots from**  
**abuses.**

in greater quantities than they engage for ; hence they are enabled to pay rents and cesses which appear extortionate. They hold lands at reduced rates by collusion, obtain grants of land fit for immediate cultivation on the reduced terms of waste land, and by management with a renter at the close of a lease, procure fictitious pottahs and accounts to be made out with a view to defraud his successor. It has been found that the ryots of a district have shown an aversion to receive pottahs which ought to secure them against exaction, and this disinclination has been accounted for in their apprehension that, the rates of their payments being reduced to a fixed amount, this would become, a basis of future imposition ; but admitting this to have its weight, the objection may be also traced to other sources in the preceding explanations. The collector of Rajshahye informs us "that he fears the ryots would hear of the introduction of new pottahs with an apprehension that no explanation could remove."\*

Aversion of the  
ryots in some  
instances to re-  
ceive pottahs.

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\* *The following extract of a letter from Mr. A Seton, Collector of the district of Behar, dated the 6th January 1793, describes fully the unwillingness of the ryots in that district to receive pottahs, and the grounds of it.*

"Had I not felt the advantages which would result to the ryots from the demands of the renters being specified in writing with clearness and precision, I must indeed have been destitute of discernment, while, on the other hand, to be aware of those advantages, and not to have exerted myself in carrying into effect regulations which had the promotion thereof for their object, would have been an act of criminal inattention to my public duty. The fact, however, is that my endeavors to this head have been unceasing, and that though I have not yet succeeded entirely to my wish, yet the general spirit of the regulations has been introduced, and the ryots have been long relieved from those vexations which the existence of *abwabs*, and the want of precision in the demands of the zamindars or renters, formerly occasioned. Previous, indeed, to the commencement of the decennial settlement, these evils attracted the attention of Mr. Law, my predecessor; and it is but justice to say that from his time may be dated, and to his zeal and exertions may be ascribed, the commencement of

One or more head ryot known by different names in every village.

Described under the designation of *mundul*. He assists in fixing the rent, in directing the cultivation, and in making the collections. This class of men, so apparently useful, seem greatly to have contributed to the growth of the various abuses now existing, and to have secured their own advantages at the expense of the zemindar, landlord, renter, and inferior ryots. Their power and influence over the inferior ryots is great and

their abolition in Behar Proper, where the spirit and letter of the 57th and 58th Articles of the Regulations of the 23rd November 1791 have long been carried into complete effect. In endeavoring to carry into full and literal execution the 59th Article of the Regulations in question, I have met with little or no opposition from the zemindars. My difficulties have originated with the ryots, who, in this part of the country, have an inguperable aversion to receive pottahs, or exente caboolteats, for specific quantities of land. The origin of this aversion is two-fold; viz., partly an apprehension lest, from the decease or loss of their cattle, kinsmen, or servants (by which term I mean particularly to allude to *cummeas*, or ploughmen), they should be unable to bring the whole specified quantity into cultivation; and partly a dread lest, after having brought it into cultivation, the expected crop should be damaged or destroyed by drought, storms, or inundation. Of the 45 pergannahs (including the jageers) which compose this district, there is not one in which I have not spoken with the ryots of several villages on this subject, and heard the same objection from all. It is not, therefore, from report, but from personal knowledge, that I state their sentiments. I well remember that, on my observing to a *mahto*, or head ryot, belonging to a village not far from the jageer of the Nuwab Delawur Jung 'that the ryots refusing to enter into counter-engagements was hard upon the zemindars, as it prevented them last from estimating with precision the value of their lands,' the man replied— 'We ryots are sensible of this; but as we are poor, and the maliks rich, and as they have many other advantages over us, it is but just that, in this respect, they should be bound, while we, in some measure, remain free;' adding, 'if you will examine into the state of the Nuwab's jageer, you will see the bad effects of endeavoring to oblige the ryots to receive pottahs specifying the quantity of ground they are to pay rent for.' As the reply fixed my attention, I immediately made further enquiry, and found that the assertion was literally true, a number of ryots having actually left the jageer, in consequence of the

extensive. They compromise with the farmer at their expense, and procure their own rents to be lowered, without any diminution in what he is to receive, by throwing the difference upon the lower ryots from whom it is exacted by taxes of various denominations. They make a traffic in pottahs, lowering the rates of them for private stipulations, and connive at the separation and secretion of lands. If any attempt is made to check their abuses, they urge the ryots to complain, and sometimes to resist. In Beerbhoom a striking instance of this has been exhibited. When an attempt was made to equalize the assessment of the ryots by removing the

Nuwab's manager having strongly urged them to receive pottahs specifying the quantity of ground to be rented by them. Yet Hajee Jakoot Khan, the Nuwab's manager, is a very liberal and enlightened man, and appears to have had no object in view but the prevention of chicanery, and the further security both of the landholders and ryots.

"In consequence of this reluctance on the part of the ryots to enter into specific engagements, the following mode is pretty generally adopted in this part of the country. The zemindar signs, and deposits in each village, a voucher (which is, though somewhat improperly, called a pottah) specifying the rates and terms on which ryots may cultivate land in that village. This voucher serves the ryots as a guide. If they approve of the rates, they take attested copies of the instrument, and cultivate as much ground as they can, though, for the reasons above specified, they will not engage for a certain number of beeghas. When the crop is ripe, the land is measured, and the ryot or tenant pays the rent thereof to the zemindar, according to the rates specified in the general village pottah. But in adjusting the accounts, it is always understood, though not indeed expressed in writing, that the ryot is only to pay *in proportion to the produce*; and that in the event of his crop having failed or being damaged, he is to receive a proportional deduction, according to the rates expressed in the village pottah; and this indulgence it is, which chiefly renders the ryots so unwilling to engage to pay rent for specific quantities of ground, lest, if they did, they should be considered as obliged to pay rent for the whole, even though they might not have been able to bring it into cultivation. It is also understood that the ryot has a sort of prescriptive right to continue in the ground thus occupied by him, while he adheres to the rates expressed in the village pottahs, insomuch that I do not recollect an instance of a zemindar's having attempted to remove a ryot who had not been guilty of a breach therof.

burthen from the lower class, and resuming the illegal profits of the munduls, an immediate opposition was made, and the complaints came to Calcutta. The Government was obliged to interfere with a military force to anticipate disturbances, and at present the ryots are apparently averse to an arrangement proposed for their benefit, and upon principles calculated to ensure it. On a former occasion, when a general measurement was attempted by the zemindar of the same district as a basis of a general and equal assessment, the munduls, by a contribution, prevailed upon him to forego it. In Purnea, this influence has equally been exerted to interrupt the power and duties of the collector. In Rajshahye, we are informed by the collector that the head munduls are become the real masters of the land, and the first object of a zemindar should be to effect a gradual reduction of their power.

*Notice of munduls by the commissioners appointed in 1777.*

The Committee appointed to conduct the investigation in 1777, in their address of the 25th March 1778, after describing, more in detail than I have done, the function of a mundul or mocuddum, make an observation upon this officer, which I think it material to particularize. "The mundul is, therefore, chosen from amongst the eldest and most intelligent inhabitants, and his influence and services depend solely on the good opinion of the ryots. It is not the interest of the zemindar to change him as long as he preserves their confidence."\* I admit the justice of this principle, and in considering the subject it merits attention. The point, then, to be ascertained is, from what cause an institution of

*From what cause the apparently use-*

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\* See the passage referred to in the Report of Messrs. Anderson, Crofts, and Bogle, vol. II, page 67.

so much apparent utility has fallen into abuse? The reply is obvious. The ignorance and incapacity of the zemindars and farmers on one side, and the inattention of Government on the other, to the preservation of the ancient forms of restraint. It would be too much to expect that any set of men should forego the advantages held out to them by an abuse of their trusts when all restraints and coercion are, from ignorance and inattention, removed. I shall here insert a remark of the Committee before mentioned, which is agreeable to my own information and belief—"It appears to have been an established maxim in this country that the accounts of the rents of every portion of land, and other sources of revenue, should be open to the inspection of the officers of Government. It was chiefly by the intimate knowledge, and the summary means of information which the Government thereby possessed, that the revenue was collected, and the zemindars were restrained from oppression and exactions. To the neglect of these ancient institutions, to the want of information in the government of the State and resources of the country, may perhaps be justly ascribed most of the evils and abuses which have crept into the revenue."\* In order to preserve the valuation and register of Toorenmul, the office of *canoongoe* was appointed, and in this office all the records of public accounts were kept. Naibs, or deputies, were stationed in different parts of the country to mark the establishment of new villages, transfers of land, and other circumstances which occasioned a change in the state of the country; and every sale

and institution  
of village mun-  
dals has fallen  
into abuse.

Further quota-  
tion from the  
Report of  
Messrs. Ander-  
son, Croft, &  
Bogle.

Office of ca-  
noongoe.

\* See vol. II, page 75.

or deed of transfer, the measurement, the boundaries and divisions of land, were registered by them with a minute exactness. These records were referred to on every point that respected the finances or civil government, and in all disputes concerning lands. They contained an account of all customs and variations in them, and served frequently as a guide in imposing or collecting the revenue, and as a check on the embezzlements and exactions of the zemindars and public officers. In the vil-

Village put. lages there were also officers for keeping the accounts of them, properly known by the name of *putwarries*, who were generally considered as hereditary; their accounts formed the basis of the canoongoes' records, and in some places they are said to have been appointed by the canoongoes. At all events, whether they received their nominations from them or from the zemindars, or from any public officer, I conceive them to be servants of the State, and responsible to it for their trusts. In the institutes of Akber, the several inferior officers for registering the accounts of the land and rents are recited under various denominations, some of which are no longer preserved; but the principle is there clearly established, and the correspondence of terms is immaterial. Of late years, and more particularly since the establishment of the English authority, the names and functions of the inferior officers have been confounded, and the whole system has fallen into insignificance or abuse. The canoongoes have been as ready to take advantage of this as others, and hence the office has been by some condemned as of no use, because little was derived from it. The conclusion is not warranted by the

Names and  
functions of  
inferior officers  
have been con-  
founded of late  
years, and the  
whole system  
has fallen into  
insignificance  
or abuse.  
Conclusion,  
that the office  
of canoongoe is  
of no use not  
warranted by  
the laws of

laws of reasoning. The apparent necessity for the revival of these institutions, and an observation of the abuses which have crept into them, seem to have suggested to some of the collectors<sup>the idea</sup> of their abolition, and the substitution of other officers in their stead. Thus the collector of Beer-bhoom proposed the appointment of a sheristchdar to execute, with his assistants, the functions of the inferior canoongoes. The collector of Purnea, with a view to preserve regularity in the mosussil accounts, recommends the nomination of mohurirs and mutsuddies. The collector of Sylhet, on the contrary, proposes that the office of putwary should be new modelled by the canoongoes. In concluding this part of my minute, it may not be improper to hint at an evil which, more or less, affects all orders of men, but falls particularly upon the ryots; I mean the great variety in the species of silver in currency, and the depreciated state of it. The discount levied upon the ryots is as arbitrary and discretionary as any other species of taxation. One obvious remedy for this evil suggests itself. I mean a new coinage. But I shall not here anticipate a subject which has separately long attracted the attention of the Members of Government, and which they mean to take into their serious and collected consideration."\*

"I now advert to the third subject of enquiry; the rules for preventing oppressions upon the ryots by the zemindars and farmers, as well as collusions amongst the latter, tending to defraud the zemindars and farmers of their just dues. In determining this question, the rights of the zemindars,

reasoning.  
Notice of suggestions to supply the place of the former institutions.

This part of minute concluded with reference to civil affecting all orders of men, but particularly the ryots, viz., the variety of silver coins in currency, and the want of a new coinage.

In prescribing rules for preventing oppressions upon the ryots by the landholders and farmers, it is necessary to ascertain their reciprocal rights.

\* See vol. II, page 606, and sequel.

Summary of what the writer deems himself authorized to maintain upon these points.

talookdars, and ryots ought to be first ascertained ; and I shall here insert a summary of what I deem myself authorized to maintain upon these points, premising that I pretend only to state facts, and draw such conclusions from them as they fairly admit, without reconciling every apparent inconsistency either in facts or forms."

Rights of zemindars.

"I consider the zemindars as the proprietors of the soil, to the property of which they succeed by right of inheritance, according to the laws of their own religion ; and that the sovereign authority cannot justly exercise the power of depriving them of the succession, nor of altering it when there are any legal heirs. The privilege of disposing of the land by sale or mortgage is derived from this fundamental right, and was exercised by the zemindars before we acquired the dewanny. The origin of the proprietary and hereditary rights of the zemindars is uncertain. Conjecture must supply what history does not mention. They probably existed before the Mahomedan conquests, and without any formal acknowledgment, have acquired stability by prescription. I do not admit the sunnud which the zemindars sometimes receive to be the foundation of their tenure, which, though it may acquire confirmation from it, exists independent of this deed. The origin of the possession of some zemindaries may be traced to a grant, but the inheritance goes on without it. The revenues of the land belong to the ruling power, which being absolute claimed and exercised the right of determining the proportion to be taken for the State. The rights of the zemindars are limited and conditional. They cannot alienate lands from the public assessment

without the permission of the supreme authority; they are bound to make good their stipulated payments of revenue under the penalty of suffering an equivalent loss of property or of being deprived of the whole, and it is also their duty to preserve the peace of the country from infringement, and to secure their lands from inundation by repairing the embankments of the rivers. The performance of these functions supposes the means of discharging them to be left with the zemindars. Formerly, their services were required for the defence of the State, against rebellion or invasion, when they possessed the means of furnishing this assistance. This obligation was chiefly exacted from the principal zemindars, but was binding upon all. The Government, in virtue of its claim to a portion of the rents, considered itself entitled to the minutest information regarding the land, its produce, the rents paid by the ryots, and all transfers of possession. The duty of the mofussil canoongoes was to record and furnish this information, and the accounts formerly kept by them were calculated to afford it. The sanction of Government was often given to sales, mortgages, and succession, but the want of it did not, as far as I know, render them invalid. No alienation of land by the proprietor or diminution of the rental could deprive the supreme authority of its title to the revenues of the lands. It of course exercised the right of resuming such alienations, and of re-annexing them to the public assessment; as well as of enquiring into fraudulent dispositions of the jumma. The Government sometimes interfered in regulating the rents paid by the ryots, and in some cases employed its own officers to

collect them. Jafer Khan's conduct offers a precedent of an interference to the exclusion of the zemindars; and the institutes of Akber Shah, that the relative proportions of the produce were settled between the cultivator and the Government: yet in Bengal I can find no instances of Government regulating those proportions. Although the Nazims have attempted to collect the rents from the ryots, those attempts have been partial only, and do not warrant an inference that they were systematically pursued; which I do not believe was the case. The practice of appointing an officer to superintend and control the conduct of the zemindars was a more limited exercise of this authority, and was more general. This is established by a variety of instances. The officers thus employed were denominated aumils and sezawuls. Admitting the proprietary rights of the zemindars, wherever Government supersedes the rights properly connected with them, by collecting the rents from the ryots through its own officers, it follows that some provision should be made for the subsistence of the zemindars. I cannot find that this was ever formally done in Bengal, nor can I learn that the Mogul Government in this Soobah ever established the portion of the rents to be paid by the zemindar, the profits which he was to receive, or the allowance to be made to him in case of his temporary dispossession. I conclude that the rules of limitation in these instances were never fixed. The settlement of Torenmul appears to me to have furnished the standard for the demands of the State upon the zemindars from the period of its establishment to the administration of Jafer Khan;

unless the measures of Sultan Sujah, of which I have no accurate information, should be deemed an exception. The augmentation of the general assessment by him was moderate. Zemindars, during this interval, enjoyed the profits which they received over and above the stipulated standard; and when they were temporarily dispossessed of the management, retained their nankar lands only without receiving any additional allowances. When a zemindar was deprived of his property, his right to the nankar ceased, and was transferred to his successor. The variation in the public demands from the standard of Torenmul, for a period of one hundred and twenty years, was so small that the profits of a continued management would furnish a subsistence during a temporary dispossession. That the zemindars were often taxed by the Nazims or their officers, for their private emolument, beyond the established demands, must be deemed probable; and during the period in question, they could afford it. Rights depending upon the discretion of the ruling power must be deemed precarious. Despotism could extend its claims to the subversion of the rights of the zemindars without an avowed and direct infringement of them, but its practice, generally speaking, has been in favor of them. The zemindars of Bengal were opulent and numerous in the reign of Akber, and they existed when Jafer Khan was appointed to the administration. Under him and his successors, their respective territorial jurisdictions appear to have been greatly augmented; and when the English acquired the dewanny, the principal zemindars exhibited the appearance of opulence and dignity.

A property in the soil must not be understood to convey the same rights in India as in England. The difference is as great as between a free constitution and arbitrary power. Nor are we to expect, under a despotic Government, fixed principles or clear definitions of the rights of the subject. But the general practice of such a Government, when in favor of its subjects, should be admitted as an acknowledgment of their rights. From these *datu* others may be enabled to place the subject in a clearer light, and to reconcile the principles of right with the practice of an arbitrary Government. I have endeavored to point out what it actually left to its subjects under the assertion of claims apparently calculated to leave them nothing. This part of the precedent is most worthy of our imitation."

Talookdars  
who pay their  
assessment im-  
mediately to  
Government.

"Talookdars, who pay their rents to the officers of Government, are in all material respects on the footing of zemindars, but they enjoyed a privilege which has of late years been invaded, that of an exemption from an augmentation of their rents; and, on the other hand, they have obtained remissions.

Dependent ta-  
lookdars who  
hold their ten-  
ures under ze-  
minders.

Those who pay to the zemindars are more dependent, but it is a general rule, I believe, that their rents shall not be liable to augmentation at the will of the zemindar. That they were subject to a proportion of the increase demanded from him must be understood; but since the increase and deductions have been imposed and granted upon an estimate only, without reference to any fixed rule or rate, the variations of practice with respect to talookdars will be found to supersede all rule. A talookdar of either description, who has once been

In what case  
talookdars of

allowed a remission, is subject by prescription to a future increase; where he has paid the same rents invariably from the establishment of his tenure, he is not liable to it. The terms of the conditions by which he holds his talook are sometimes special, and furnish the particular rules to be observed between him and the zemindar."

"With respect to the ryots, their rights appear very uncertain and indefinite. Whilst the demand of Government upon the zemindars was regulated by some standard, as I conclude it was from the time of Torenmul to that of Jafer Khan, they had little temptation or necessity to oppress their ryots; but the same variable discretion, which has affected the payments required from them, has extended in the same manner to the ryots. The rates of land were probably fixed formerly according to the nature of the soil and its produce; the cesses imposed by the zemindars were an enhancement of these rates, and arbitrary without being at first oppressive. It is, however, generally understood that the ryots by long occupancy acquire a right of possession in the soil, and are not subject to be removed; but this right does not authorize them to sell or mortgage it, and it is so far distinct from a right of property. This, like all other rights under a despotic or varying form of Government, is precarious. The zemindars, when an increase has been forced upon them, have exercised the right of demanding it from their ryots. If we admit the property of the soil to be solely vested in the zemindars, we must exclude any acknowledgment of such right in favor of the ryots, except where they may acquire it from the proprietor."

A further detail of what regards the ryot.

"Although much has been said with respect to the ryots, I shall, nevertheless, enter into a more particular detail of what regards them. In every district throughout Bengal, where the licence of

*Nirkh* or rate by which the rents are regulated.

exaction has not superseded all rule, the rents of the land are regulated by known rates called *nirkh*, and in some districts each village has its own. These rates are formed, with respect to the produce of the land, at so much per beegah. Some soils produce two crops in a year, of different species; some three. The more profitable articles, such as the mulberry plant, beetle leaf, tobacco, sugarcane, and others, render the value of the land proportionally great. These rates must have been fixed upon a measurement of the land, and the settlement of Toren-mul may have furnished the basis of them. In the course of time cesses were superadded to that standard, and became included on a subsequent valuation; the rates varying with every succeeding measurement. At present, there are many *abwabs*, or cesses, collected distinct from the *nirkh*, and not included in it, although they are levied in certain proportions to it. The following abstract of a ryot's account, taken near eight years before this time, will show the mode in which this is done:—

Abstract of a ryot's account.

Rent of seven beegahs, twelve cottahs, seven chittacks of land, of various produce, calculated at a certain rate per beegah according to its produce (extracted from an account of demands and payments, called <i>kissab khurcha</i> )	... ...	Rs. A. G. C. 14 0 8 0
Carried over	... ...	14 0 8 0

		Rs. A. G. C.
Brought forward	... ...	11 0 8 0
ABWAB OR CESSES.		
		Rs. A. G. C.
<i>Chout</i> , at 3-16ths per rupee	... 2 10 0 0	
<i>Poolbundly</i> , a half month's demand, or 24th of the jumma	... 0 9 7 2	
<i>Nuzzerana</i> , one month, or 12th	1 2 15 0	
<i>Manngun</i> , ditto ditto	1 2 15 0	
<i>Foujdary</i> , 3-4ths of one month, or 1-16th	0 14 15 0	
<i>Company's nuzzerana</i> , one month and a quarter	1 7 0 0	
<i>Ballu</i> , one anna per rupee	0 1 0 0	
	.	, 8 12 2 2
Total	... 22 12 10 2	
<i>Khelat</i> , at one anna and a half per each rupee of the above sum	... 2 2 1 2	
Total	... 24 14 12 0	

The first sum of Rs. 14-0-8 is called the original rate of the land, but even this may include cesses consolidated into it. Some of the abwab, or cesses, since added are subsequent to the period of the dewanny. If the accounts of the same land were now examined, some additional impositions might appear. The zemindars introduce them by degrees, at intervals of two, three, four, or five years, and rarely attempt them for two or three years successively. Solicitation and influence are equally employed to effect the establishment of them, and a ryot, where the burthen is not too heavy, will rather submit than resist or complain. Temporary extortion may be practised at any time,

Manner in  
which addi-  
tional imposi-  
tions are in-  
troduced.

but a permanent exaction of this nature can rarely be established by force alone upon the ryots. Theeka pottahs generally express a fixed rate for the land; at so much per beegah, without any other article; but the sum total includes the several existing cesses at the period of adjustment, and others are sometimes again added and consolidated. When the rents by successive impositions become too heavy, the ryots either abscond, or the zemindar allows them a compensation by giving them other land at a favorable rate, but seldom either by remitting the imposts, or diminishing the rates, of the other lands. In some places, however, the accumulation of abwab has caused a proportionate diminution in the assul; this is particularly the case in Dinagepore. When a measurement of the lands takes place, the existing rates are confirmed, and generally with some additions. Where none can be found, a reference is made to the rates of other lands of the same quality in the vicinity of the spot measured; but the adjustment of them, in that case, is a business of considerable difficulty. Every part of the transaction is a subject of contention; the demands on both sides are unreasonable, and are finally terminated by a compromise. It is the business of the putwary to register these rates, which were also formerly recorded by the mofussil canoongoes; and these, when wanted, became open to the inspection of the Government. It would be impossible, I conceive, to fix specific rates for any one species of produce in any district generally; the quality of the soil and the situation of the land, as enjoying the advantages of markets and water-carriage, must determine it. The remark applies

Impossibility  
of fixing gene-  
ral specific  
rates upon the  
produce of  
land.

to every species of produce. Where the rates of land are specific and known, a ryot has a considerable security against exaction, provided the officer of Government attends to his complaints, and affords him redress; and without this he can have none. The additional security which he derives from a pottah, supposing it to be properly drawn out, is this; that it specifies, without reference to any other account, the terms upon which he holds the land, and the amount of the *abwab*, or cesses, which are not mentioned in the *nirkhbundy*, nor always in the *jummabundy*. In those places where the accounts are kept with the most regularity, and the established rates adhered to, the annual adjustment of the rent to be paid by each ryot is not made without difficulty. The usual mode is to form a survey of the ground, and compare it with the accounts of the former year, in which every species of cultivation is specified, together with the relative situation of the land. Where the general appearance of the land corresponds with the detail of it in the accounts, the rent is adjusted without much difficulty; but where it differs, either by exhibiting a greater quantity of land in cultivation, or any article of a superior quality on the same land, the rents of such land are demanded, and a measurement is often adopted to determine them. The nature of the business shows that it can only be effected by a person well versed in it. In the ordinations of the Emperors, the officers employed in the collections are constantly encouraged, and required to preserve the more valuable species of produce. I suppose that the rents in Bengal may be collected according to ascertained rates throughout two-thirds of the

But the ryots secured from exaction by such rates where known.

Additional security derived from a pottah.

Usual mode of adjusting the rents payable by the ryots.

Rents in Bengal supposed to be regulated by ascertained rates for about

two-thirds of  
the country.

country; and, notwithstanding the various abuses which I have detailed, it is evident that some standard must exist, for, without it, the revenues could never be collected from year to year as they have been. Exactions on one side are opposed by collusions on the other, but we may with certainty conclude that the ryots are as heavily assessed as ever they were. The land is divided into *ryotty* and *komar*. The rents of the former are paid in money, and of the latter in kind. The usual division is half to the zemindar, and half to the cultivator; but some part of the expenses generally falls upon the latter in addition to the stipulated proportion.

Division of  
lands into  
*ryotty* and  
*komar*.  
The rents of  
the latter paid  
in kind, and  
in what pro-  
portions.

Nature of pot-  
tahs usually  
given to *khood-  
kash* ryots,  
and prescrip-  
tive rights de-  
rived from  
them.

Pottahs to the *khoodkash* ryots, or those who cultivate the land of the village where they reside, are generally given without any limitation of period, and express that they are to hold the lands paying the rents from year to year. Hence the right of occupying originates, and it is equally understood, as a prescriptive law, that the ryots who hold by this tenure cannot relinquish any part of the lands in their possession, or change the species of cultivation, without a forfeiture of the right of occupancy, which, however, is rarely insisted upon; the zemindars demand and exact the difference. I understand also that this right of occupancy is admitted to extend even to the heirs of those who enjoy it. *Pyekash* ryots, or those who cultivate the land of villages where they do not reside, hold their lands upon a more indefinite tenure. The pottahs to them are generally granted with a limitation in point of time; and where they deem the terms unfavorable, they repair to some other spot.

More indefi-  
nite tenure of  
*pyekash* ryots.

Local customs  
exist, besides

Such are the general usages and practise as far as

I have been able to ascertain, but there are local customs which can only be known by an examination on the spot. In some parts of the country, I understand that the zemindar is, by prescription, precluded from measuring the lands of the ryots whilst they pay the rents according to the pottah and jummabundy. Amongst the inconveniences and abuses which may be inferred from this detail, the principal appear to be these—1. The gradual introduction of new impositions. 2. The number of them, and intricacy attending the adjustment of the ryot's accounts."

"I shall now proceed to state and consider the several propositions which have been made, at various times, for the introduction of regularity and the correction of the existing abuses. Mr. Francis proposed that 'it should be made an indispensable condition with the zemindar that, in the course of a stated time, he shall grant new pottahs to his tenants either on the same footing with his own quit-rents, that is, as long as the zemindar's quit-rent remains the same, or for a term of years as they may agree. The former is the custom of the country. This will become a new *assul jumma* for each ryot, and ought to be as sacred as the zemindar's quit-rent. The pottah should be expressed in the simplest terms possible, without a single *abwab* or *muthote*, so much per beegah of land which he cultivates, varying only according to the articles of produce or quality of the soil.'\* By some it has been proposed

the general usages and practise which have been mentioned.

Notice of principal inconveniences and abuses to be inferred from the above detail.

Consideration of propositions made for introduction of regularity and correction of abuses.

Proposal of Mr. Francis respecting pottahs to ryots.

\* Plan of settlement 1776, para. 60. Mr. Francis adds in a note—"The amount of rent to be paid per beegah must be settled between the zemindar and his tenant. Government can never descend to the ryots so as to fix any general assessment upon them, because the rates of land depend on a number of

that the collectors should grant pottahs to the ryots, and we have, I believe, on some occasions authorized this measure; but of late the applications on this subject have been postponed for general consideration. It may be here proper, in addition to the observations which I have already recorded, to collect into one view the suggestions of the collectors upon this subject."

#### BEERBHOOM AND BISHENPORE.

*Suggestions of the collector of Beerbhoom and Bishen-pore.* "The collector, after enumerating the various frauds and impositions which exist, and which seem principally practised by the head ryots or munduls, recommends the general distribution of pottahs throughout Beerbhoom as necessary to guard against them, and proposes a form for this purpose. In additional security to the grand objects aimed at by the distribution of pottahs, he suggests the appointment of a sherishtehdar for each pergunnah. The description of the functions to be executed by this officer shows them to be of the nature of those formerly performed by the naib canoongoes, with some extension of authority. He communicates the regulations adopted by himself for deciding upon the claims and disputes of the ryots. But in Bishenpore he does not recommend pottahs for this reason, that it would preclude Government from the benefit of discovering frauds and collusions."

#### BURDWAN.

*Circumstances stated by the collector of Burdwani.*

"In this zemindary, the collector informs us that not more than a fourth of the ryots are in

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precarious circumstances, such as the quality of the soil, and the articles it produces, of which there may be variety in one village; besides the general argument of the vicinity to markets or water-carriage, which makes land of more or less value to the cultivator."

possession of pottahs, and that those are granted by the farmers or their gomastahs, and not by the zemindar; that the rent paid by the ryots is regulated by custom and usage; and that the pottahs are not permanent; for where a more profitable species of cultivation is produced than before, the profit is accounted for by the ryots. Some of the pottahs which I have seen contain a condition to this effect. He further adds that the distinctions in the tenures of the ryots render any general form of pottah impracticable, nor is a fixed quit-rent possible either upon the quantity of the land or the quality of the produce, as the latter varies from accidental causes. In obedience to orders, he has nevertheless, with the assistance of one of the ablest zeminary officers, drawn out the form of a pottah; observing, at the same time, that the constant opposition to all innovations in mofussil management renders its success doubtful. In addition to this detail, I must further add, what I believe to be a fact, that the zemindary of Burdwan is at present in the highest state of cultivation throughout, although the ryots there are taxed heavier than in any district in Bengal."

#### DACCA.

"These remarks apply to one division of the province only. The collector, Mr. Day, informs us that the mode of collecting in the northern parts of the Dacca district is by making a hustobood, or measurement, of the lands held by each renter immediately previous to the harvest, agreeably to which the lands are valued and rents received. He apprehends the same mode prevails elsewhere, and that nothing can be more discouraging to the

Mode of adjusting the rents by measurement in the northern parts of the Dacca district.

renters. The zemindars, in general, enter into no engagements with the ryots, but collect what they can. Allowed remissions never extend to ryots. The impositions are said to be numerous and unascertainable, and the want of engagements renders it impossible to detect abuses. This will require immediate remedy, and he proposes that the zemindars shall be compelled to enter into engagements with the ryots for the period of their own leases. He sends the form of a pottah."

#### MOORSHEDABAD.

Various forms of pottahs proposed by the collector of Moorshedabad. "The collector proposes various forms of pottahs, according to the rates of the lands, and the fixed or occasional residence of the ryots. He observes that these rates have been formed from a minute inspection of the mofussil accounts, the pottahs of the ryots, and a mensuration of at least one village in each pergannah; that the ryots, from all parts, came and examined the accounts, and approved the form; a time was allowed for objections, but none were made."

#### CHITTAGONG.

Rents in Chittagong collected according to an established jummabundy. "The rents of this district are collected by rates established on a measurement and jummabundy formed in the Bengal year 1171. It has never been the custom to grant pottahs to the fixed jummabundy ryots, who would refuse them on an idea that the zemindars might then grant pottahs to whom they pleased. The rates and rules of assessment do not vary; and the jummabundy being established, impositions on the ryots are easily ascertained and redressed."

## NUDDEA.

"The collections from the ryots in this district are regulated by the amount paid in the last and preceding years. Without a measurement and *jum-mabundy*, the custom of granting pottahs and collecting by them could not be introduced, as the quantity and quality of the land must form the basis of an equal assessment; and both, with the rates, ought to be specified in the pottah. In Homed-Ameenpore, which forms a part of the Nuddea Collectorship, the same rule of collection prevails, but a hustobood was formed from the mofusil papers in 1178, Bengal style, by Mr. Lushington. No oppressive impositions have since been made; the ryots do not desert, and their situation appears tolerably satisfactory. In Satsyka, and other places under the same authority, the usage is similar."

In the district of Nuddea the collections from the ryots are regulated by the amount paid in the last and preceding years.

## JESSORE.

"The various inequalities in the rates of assessment and the abuses prevailing are related by the collector, and suggested to him the recommendation of abolishing the present pottahs and granting others. He proposes the form of a pottah which has been drawn out with the concurrence of the canoongoes. The object of this is to fix specific rates at which each article of assessment upon the *assul jumma* is to be collected, and not a specific sum for a given quantity of land, which would be impossible unless a general measurement and new valuation of the lands were authorized. I am not sure that I understand the proposition. The collector discusses at large the subject of granting pottahs, and the mode in which it should be done,

New pottahs at specific rates of assessment upon the assul jumma suggested by the collector of Jessore.

and his arguments merit attention; but I have extracted in this place whatever appears material to the question in one point of view only. It may, however, be proper to advert to a custom subsisting in Jessore, *viz.*, that the nominal rate of land is three rupees per beegah, but that the real rate is only one, as the ryots possess fifteen beegahs where their pottahs state five only; and upon this last quantity, the assessment of three rupees for each is made."

#### RAJSHAHYE.

Objections to  
new pottahs  
stated by the  
collector of  
Rajshahye.

"I could wish that the information on this extensive district had been more particular: the material part of it, relating to the present question, is as follows:—That there is no difficulty for a capable mohirir to detect oppression on a ryot, as far as the enquiry depends upon his pottah, except where the battha is adjusted. That the ryots would hear of the introduction of new pottahs with an apprehension that no explanation could remove; and that he cannot transmit forms of pottahs, to be executed by the zemindars and farmers, to the ryots. That the rates of land may be procured, but that the great difficulty still remains unconquerable to anybody but a zemindar, of ascertaining the quantity."

#### DINAGEPORE.

Proposition of  
the collector of  
Dinagepore for  
granting pot-  
tahs on a new  
principle, that  
of apportioning  
the demand of  
Government  
upon the ze-  
minder to the  
pergannahs,

"The abuses detailed sufficiently point out the necessity of regulating the demands upon the ryots by some rule. The collector accordingly proposes the introduction of pottahs, but in a mode different from all others. He assumes the demand of Government out upon the zemindar as the foundation of what is to be apportioned through

the pergunnahs and villages, and thence to graduate <sup>villages, and ryots.</sup> to the ryot by certain rules. The settlement, when it arrives at this gradation, is to be assessed upon the land at a fixed rate per beegah. He states the difficulties attending the execution of this plan and the means of counteracting them, and observes upon it that, in the opinion of intelligent people, no other mode for the introduction of pottahs can take place. He proposes that no pottahs should be valid without the collector's signature."

#### SYLHET.

"Of this district little need be said, as the very peculiar circumstances of it have induced the Board to order a measurement of it, which is now under execution."

#### RAMGUR.

"The varying customs of the different districts classed under this collectorship render it difficult to lay down any rules for preventing abuses which the collector only can prevent. It is usual for the zemindars to give *theeka* pottahs at the beginning of the year; but if the grain is dear, they insist upon being paid in kind. The remedy for this oppression is to punish exemplarily all abuses of this nature. No measurement has ever been made of Jelda. A form of a pottah is proposed, which the collector thinks will operate particularly well in Pacheat."

#### RUNGPORE.

"The collector, as long ago as March 1787, proposed the form of a pottah in Karjeehaut, which is not yet effectually carried into execution. He

tor of Rung-pore, now recommends a general form for the district under his charge upon similar principles."

### PURNEA.

Pottahs at a certain sum, including *assul* and *abwab*, proposed by the collector of Purnea.

"The detail of the situation of this collectorship is very minute. It is proposed by the collector that he should be allowed to grant pottahs, under the seal of the cutcherry, at a certain sum including rents and taxes; that by this mode the annual traffic carried on by the munduls and putwaries in pottahs will be prevented; the demands of the zemindars will be limited; nor can the ryots lower the dues of Government."

### 24-PERGUNNAHS.

A general form and register of pottahs already adopted in the 24-Pergunnahs.

Objections to the immediate establishment of general rules, and necessity of adapting them to the local circumstances of each district.

"A form of pottah has already been adopted for the lands under this division, and the collector informs us that pottahs are granted according to that form, and a general register kept of them."

"This detail, without extending it unnecessarily, points out the objections to the immediate establishment of general rules, and the necessity of adapting them to the local circumstances of each district. In deviating from established usages, we run a risk of substituting others of more detriment in their room. No order of Government should ever be issued unless it can be enforced; to compel the ryots to take out pottahs where they are already satisfied with the forms of their tenure, and the usages by which rents are received, would occasion useless confusion; and to compel the zemindars to grant them under such circumstances, or where the rules of assessment are not previously ascertained, would, in my opinion, be nugatory. When Mr. Francis proposed that the zemindars

should be compelled to grant pottahs to the ryots within a limited time, he was not aware, perhaps, of the little intercourse subsisting between the more considerable zemindars and the ryots, nor that pottahs are generally granted by the farmers, gomastahs, and munduls of the villages. To require that the pottahs should be given for a definite time, as proposed by some of the collectors, would diminish the force of that prescription which has established a right of occupancy in favor of the ryots. In some places, as for instance in Jessore, the issuing of pottahs, at present, would tend to the confirmation of the existing abuses, by which it appears that the zemindar is more defrauded than the ryots oppressed, notwithstanding the numerous taxes imposed upon them. In authorizing the collectors to grant pottahs to the ryots, we certainly deviate in some degree from an established principle, which I always assume, that the zemindars are the proprietors of the soil. I have admitted, it is true, on the grounds of precedent the right of the Government to interfere in regulating the assessment upon the ryots, but I object to the policy and propriety of this interference without evident necessity. Where a zemindar has refused or evaded the execution of the orders prescribed to him for the security of his tenants, or is unable to execute them, the interference of the collector may be expedient. The regulation of the rents of the ryots is properly a transaction between the zemindar, or landlord, and his tenants, not of the Government; and the detail attending it is so minute as to baffle the skill of any man not well versed in it. Where rates exist, or where the collections are made by any

permanent rules, the interference of the collector would be unnecessary; where the reverse is the case, he would find it difficult to adjust them. Errors committed by a collector should not be left to the subsequent correction of a zemindar, but it is the duty of an officer of Government to correct those of the zemindars. Nothing but necessity should ever induce us to authorize the collector to fix the rates of assessment on the land. In trusting to established custom, and to the mofussil officers under the inspection of the zemindary servants, we have a more safe reliance than the interposition of a collector who has already sufficient employment to occupy his whole time. I do not see the same objection in authorizing him to affix his signature to the pottah, or jummabundy, of a ryot after it has been settled by the zemindary officers. I proceed to other propositions."

Propositions  
of Mr. Hastings  
and Mr.  
Barwell in  
1775.

Similar propo-  
sition of Mr.  
Grant in 1788  
for the dewan-  
ny lands.

"Mr. Hastings and Mr. Barwell, in their minute for the future settlement of the revenues, recorded on the 22nd of April 1775, propose that all new taxes, which have been imposed upon the ryots in any part of the country since the commencement of the Bengal year 1172, being the year in which the Company obtained the dewanny, be entirely abolished. Mr. Grant, in his address of the 28th of February 1788, makes the same proposition with respect to the dewanny lands, but with a qualification which apparently removes part of the difficulties attending the proposition, adding that the Company do restrict their annual demands upon those lands to the *assul, abwab, kifayet, and towfeer*, of the *mdl* and *sayer*, or the ascertained legal exactions at the time of the acquisition of the dewanny,

to be levied in the form of a simple assessment, and to be subject only to a deduction of the established amount of all the mofussil charges and native management of the collections. I omit his propositions regarding the ceded lands, and the abatement suggested with regard to those and the dewany lands. The consideration of Mr. Grant's proposition will apply to the preceding. It does not follow that a measure, proper and practicable in the year 1775, is equally so at this period; and although it may not be impossible to carry it into execution, I shall state my reasons why I think it ought not to be now attempted. Mr. Grant's proposition is to be considered in two lights: first, as furnishing the standard for the demands of Government upon the country; and, secondly, as establishing the rules for collecting the rents from the ryots. With respect to the first, I think we have, in the accounts supplied by the collectors and their experience, a better standard for regulating the demands of Government. With regard to the second, it has been already observed that the mode by which the demand of Government upon the zemindar was regulated, and that by which the rents of the ryots were collected, are different. Admitting that, in some instances, the ryots paid the taxes imposed by the Nazims upon the zemindars in the same proportions to the assul and under the same denominations as the zemindars, this was by no means invariably the case; on the contrary, I hold the reverse generally to be true. In Nuddea, for instance, seven articles of abwab were imposed upon the zemindars, *viz.*, 1, *khas-*

Objections to  
the adoption  
at this period  
of measures  
proposed.

What articles  
of abwab were  
imposed on the  
zemindars, and

what collected *noveesy*; 2, *nuzzerana-mocurrury*; 3, *zur-muthole*; from the ryots, in Nuddea and other districts, 4, *ahuk*; 5, *surf-sicca*, an anna and a half; 6, *abwab foujdarry*; and 7, *chout-mahratta*: and of these, only the two last were levied from the ryots. In Mahomed-Ameenpore, five were imposed upon the zemindars, and three of the five, *muthote-feelkhanah*, *chout-mahratta*, and *surf-sicca*, an anna and a half in the rupee, upon the ryots. In Satsyka six were levied from the zemindars, and one only of the six, the *choul-mahratta*, from the ryots. This last is doubtful, but the ryots of Nuddea had, as long ago as the year 1724, been taxed with two articles, named *beekee* and *haldaree*, amounting to one anna six gundahs in the rupee; and in 1751 another was added under the denomination of *subdhance*, being about two annas in the rupee. If, therefore, we were to adopt Mr. Grant's proposition for restricting the demands to the twelve ascertained legal articles of exaction at the time of the dewanny, by which I understand those enumerated in his Analysis, we should exclude the three which had been previously established, and which to this day subsist, amounting to three annas 16 gundahs. To avoid the loss occasioned by such a defalcation, we must add the three to his list, in which they do not appear. This might be done where they are known, but should not take place at random. In Jessore, exclusive of fourteen articles imposed upon the zemindars by the Nazims, twelve of which descended to the ryots, there were nineteen distinct articles collected from the latter. The *nuzzerana-mocurrury*, mentioned in Mr. Grant's list, was not paid by them. In other districts, similar variations occur. What has been stated

is sufficient to show the danger of complying with his proposition without an accurate knowledge of the state of taxation, both at the sunder and in the mofussil, at the period of the dewanny. Without this, we should not know what we confirmed, nor what we rejected, of the mofussil taxes. I find no detail in Mr. Grant's Analysis. The collector of Nuddea, in an address to the Board of Revenue, dated the 6th March 1787, proposed the abolition of sundry taxes established in 1190 and 1191. Upon further inquiry, and subsequent experience, he found that deductions had been granted in lieu of them, and that they were not so oppressive as he first supposed. He accordingly recommended that the revenues should be collected agreeable to the rates of 1191. Thus practical experience corrects the errors of theory. The collector also of Jessore informs the Board of Revenue, in an address dated June 25th, 1788, that the old assul jumma is in many places extended, or else lost, in the accumulating taxes that have been subsequently added, and constitute the present jumma. The information of the collector of Dinagepore, to the same point, has been already quoted. In the Hooghly district, a jummabundy was formed by Mr Lushington in 1788, which has since furnished the rules by which the ryot's payments have been made. Now let us suppose that an order were issued for abolishing all taxes imposed since the dewanny, and trace the consequences. The ze-mindars and farmers, in the first instance, must revert to the accounts of that year to know what taxes were collected from the ryots. It is probable, and I may venture to say certain, that the

client to show  
the danger of  
adopting Mr.  
Grant's proposi-  
tion without  
accurate know-  
ledge of the  
state of tax-  
ation at the  
time of the de-  
wanny grant.  
Further obser-  
vations upon  
the subject.

Consequences  
to be expected  
from an order  
for abolishing  
all taxes im-  
posed since the  
dewanny  
grant.

accounts in many places are lost, or so confused as not to be traced; and in this case the measure would be impracticable. Let us suppose, however, that the accounts are forthcoming, the trouble of tracing, examining, and applying them would be endless; and, after all, it may be doubted whether the ryots would agree to the substitution of the rates of the period referred to for those now paid by them, and whether they would benefit by the alteration. Considering the variations in the state of the mofussil since 1765, the application of the documents and records of that period would be difficult. The promulgation of such an order, as Mr. Grant observes, is very easy, but the immediate consequence would be a diminution of the public revenue. This necessarily results from the abolition of the taxes imposed; and unless the old rates could be immediately revived and established, the loss would be certain during the first year, probably to the amount of one-fourth of the public revenue. After all, I see no advantage that would be gained by it. If the *assul jumma*, with the twelve *soobahdary abwab*, formed the measure of the ryot's payments, then, indeed, it might be considered as a standard for the public revenue, and for limiting and ascertaining the rents paid by the ryots. But we have direct proofs to the contrary, and this, in my opinion, furnishes an incontrovertible objection to the adoption of Mr. Grant's suggestion. The *nuzzerana-hal*, which existed to so large an amount in Dinagepore, is not mentioned in his Analysis. If there appeared to me any valid reasons for assuming the collections of 1765 as a standard for the rents from the ryots

at this period, I should propose, in the first instance, that the collectors should be required to furnish an account of the rates of taxation at the former period, and to give their opinions whether the adoption of them would be practicable, and if it would be attended with any beneficial effects to the ryots, or with advantage to Government. Without this information, the promulgation of the order proposed by Mr. Grant would infallibly produce, in my opinion, the greatest confusion throughout the districts, and a certain diminution of the present assessment. It would also load us with a detail which we should find it difficult to get through. The necessity of the measure ought to be established beyond all doubt to induce us to adopt it with such probable consequences. These are the arguments which occur against the measure as a general proposition. I will not assert that it may not be partially practicable in particular instances; and if, from the reports of the collectors, which will be distinctly examined, this should appear to be the case, we may then adopt it when it cannot be attended with the apprehended inconveniences."

"I shall now state the measures which have heretofore been adopted for the purpose of limiting the exactions of the zemindars and farmers and the collusions of the ryots, as well as the reasons which have prevented their operation. When the five years' settlement was concluded by the Committee of Circuit, several conditions were inserted in the agreements of the farmers and zemindars calculated for the security of the Government and benefit of the tenants. Thus they were prohibited resuming lands applied to religious or charitable

Measures adopted for limiting the exactions of the landholders and farmers and the collusion of the ryots.  
Conditions inserted in the agreements for the five years' settlement made by the Committee of Circuit in 1772.

uses, exclusive of the original revenue land, and from collecting the various impositions known by the names of *bazee jumma*, *haldary*, *marocha*, and *selamy*. They were precluded making any new grant of *burmutter*, &c. They were directed to collect from the cultivated lands of the ryots in the mofussil the original jumma of the last and foregoing year, and abwab established in the present, and on no account to demand more. Where the lands were cultivated without pottahs by the ryots, they were to collect according to the rates of the pergunnah. By another clause, the rates of the former malgoozary, and the pottah for the present year's cultivation, were to become the standard of the collections from the ryots, and penalties were enacted for a breach of this. The receipt of any *nuzzer-selamy*, or *parbunny*, was prohibited. A mohurir was also appointed on behalf of Government to take comparative accounts of the sheristeh, and secret and clandestine collections were expressly prohibited. In explanation of a former article, it was ultimately fixed that the assul and abwab of 1172, together with the abwab accumulated theron by the records of the sudder since the year 1173, were to be consolidated, and to form the standard of the

But the regulations of 1772 were not enforced, and the farmers collected what they could from the ryots. collections.\* These regulations, though less accurate in terms than they might have been, had a reference to an established principle of collecting, and it is very apparent that if they had been enforced, the present difficulties would not have existed, but the truth is that they were not; and at

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\* See amulnamah to the farmers of Nuddea, in which the several conditions stated are inserted at length. Appendix No. 1 to the Fifth Report of the Committee of Secrecy, 1773.

the expiration of the five years, the state of the mofussil was less known than when the settlement took place. The farmers collected what they could ; they measured their demands by the abilities of their tenants. Ignorance of the actual state of the mofussil was a bar to the detection and prevention of abuses. The Government, embarrassed by two opposite motives, the necessity of realizing the settlement which they had made, and a desire to prevent exactions, were sometimes obliged to support the farmers, and at other times to restrain them. The effect, however, in both cases was a deficiency in the public payments. The recall of the collectors in 1781 contributed still further to involve all past experience in obscurity, and to multiply the confusion which prevailed. The cabooselet then established has been since continued, and every succeeding farmer, by the terms of it, has deemed himself authorized to collect what his predecessor demanded. Hence every new cess has, in fact, become confirmed. The only observation which I shall here add to this detail is, that we are not to infer the inutility of the restrictions imposed, because they were not enforced, a distinction which may with great justice be applied to other measures of this Government."

" I shall now consider the supposition that nothing more is required from the zemindars than an allotment of the jumma imposed upon their lands through the pergunnahs and villages, and that they are left undisturbed in the possession of them without any further attempts on the part of Government to ascertain their value, or interference in the detail. My own experience, as well as that

Recall of the  
collectors in  
1781 produc-  
tive of further  
bad conse-  
quences.

Inutility of  
restrictions not  
to be inferred  
from their not  
being enforce-  
ed.

What effects  
might be ex-  
pected from  
leaving the ze-  
mildars to  
make their  
own arrange-  
ments with  
their tenants,  
without inter-  
ference on the  
part of Gov-  
ernment, or  
keeping up the

ancient institutions of the Committee of investigation whose report I have quoted, has shown that many inconveniences have resulted from an inattention to the ancient institutions, particularly in suffering the office of the canoongoe to fall into disuse, which was essential to the prevailing system of an annual variable jumma. For five successive years after our acquisition of the dewanny, the zemindary of Rajshahye paid a jumma of near twenty-eight lakhs to Government; for the last fifteen years the average does not exceed twenty-one lakhs. It has, at different periods, been placed under the management of the officers of Government, but without success. What is the cause of this defalcation? It may be, in part, owing to the depopulated state of the zemindary, the consequence of successive bad management; but it must, at the same time, be confessed that our ignorance of the internal state of the district has deprived us both of the means of ascertaining the cause, and of correcting it by our own interference. We can only conjecture, at present, the amount of the revenue to be demanded from the zemindar. The records of the canoongoes, if duly preserved, would have supplied what we want, by exhibiting what has actually been collected. We know also that the zemindars continually impose new cesses upon their ryots; and having subverted the fundamental rules of collection, measure their exactions by the abilities of the ryots. This is a very serious evil; for, exclusive of the injury which the unprotected subjects of Government sustain from it, a necessity follows of our interference to regulate the assessment upon them; a task to which we are rarely equal. That

it has been accomplished is admitted, but generally, I believe, either at the expense of Government or its subjects; that is, the jumma is lowered beyond what it ought to be, or kept up at too high a rate. The former is most often the case. I shall not urge these arguments beyond what is fair. In opposition to them, it has already been observed that the demands of Government have been fluctuating; that the zemindars have had no certain security of enjoying the advantages arising from a due administration of their estates, and hence have wanted the encouragement which the present system is meant to give; and have, perhaps, been forced into practices which, under a permanent system, would have been forborne. But the ignorance and incapacity of the zemindars are not to be forgotten. The consequences are equally prejudicial to Government and its subjects, whether derived from this source or any other. The security now to be given to the zemindars is more substantial than ever it was; and if the system proposed had been adopted when we acquired the dewanny, and successively adhered to, both the Government and its subjects would have experienced the benefit of it. Some time will now be required to convince the zemindars that we are serious, and a longer period elapse before they can, or will, obtain a knowledge of their interests, and of the mode of conducting them. To eradicate those habits and impressions which have been continued through life is scarcely to be expected during the present generation. Sufferance will at first teach them, and the stability of our measures most promote self-interest. Government

Time and experience are requisite to convince the zemindars of their true interests. in adopting a new course of conduct, founded on principles of good faith, towards their under-tenants.

The ryots therefore, in the interior, ought not to be abandoned to caprice or injustice, but should obtain every possible security in common with the zemindars.

begins by giving them an example of good faith. In relying, therefore, upon the operation of the principle which we assume, we ought not, during the progress of it, to abandon the ryots to caprice or injustice, the result of ignorance and inability. With knowledge, or the means of obtaining it, we may correct the consequences of both, and at present we must give every possible security to the ryots as well as to the zemindars. This is so essential a point that it ought not to be conceded to any plan."

Concluding ob-  
ser-  
vation with  
reference to  
the following  
propositions  
founded on the  
preceding ar-  
guments.

Towards the conclusion of the minute, it is added—"The zemindars being secured in the enjoyment of their rights, we are next to provide for the security of their tenants, the farmers and under-farmers, the talookdars situated within the jurisdiction of the zemindary, and the ryots. I shall enumerate the rules which occur to me in distinct propositions founded on the arguments and information in the preceding sheets." And the following rules, with others relative to a settlement with the superior landholders, were accordingly subjoined in a paper entitled *propositions deduced from the arguments in the preceding minute*.

Rule for settle-  
ment to be  
made by the  
zemindar with  
the talookdars  
within his ze-  
mindary.

15. "The settlement having been concluded with the zemindar, he shall be required to enter into engagements with the talookdars situated within his zemindary, and paying their rents to him, for the same period as his own lease, not liable to any increase or decrease during the term of it; and within three months after the conclusion of the settlement with the collector, the zemindar shall be required to deliver to him a record of the settlement entered into

between him and the talookdars, specifying their names, the talooks, and the jumma payable by each."

16. "In order to prevent undue exactions, the following rules are to be attended to: That no zemindar be authorized to demand any increase from the talookdars under his jurisdiction, although he should himself be subject to the payment of an increase upon the jumma of the present year, except upon proof to the collector that he is entitled to do so, either by the special custom of his district or by the conditions under which the talookdar, by receiving abatements from his jumma, has subjected himself to a demand for the increase, and that the lands are capable of affording it. If, in any instance, it be proved that a zemindar exacts more from a talookdar than he has a right to do, or should be guilty of oppression towards him, the talookdar shall be separated from his jurisdiction, and the rents thereof in future be paid to the officers of Government."

17. "The zemindar is to let the remaining lands of his zemindary, under the prescribed restrictions, in what manner he may think proper, but every engagement contracted by him with under-renters shall be specific as to the amount and conditions of it, and all sums received by any zemindar or renter, over and above what is specified in the engagements of the persons paying the same, shall be considered as extorted, and be repaid with a penalty of double the amount."

18. "No person contracting with the zemindar or talookdar, or employed by him in the management of the collections, shall be authorized to take

General rule  
for settlement  
of the remain-  
ing lands of a  
zemindary,  
*viz.*, exclusive  
of dependent  
talooks.

No person to  
collect the  
land-rents,  
as contractor  
or agent,

without a written commission from the zemindar or talookdar.

charge thereof without an *amulnamah*, or written commission, signed by the zemindar or talookdar. Copies of all such commissions are to be deposited in the sunder cutcherry of the collectorship."

Provisional rules for the security of the ryots.

27. "Whereas from the ignorance, inattention, and oppression of the zemindars the greatest abuses have been practised in the collections, and the ryots have been exposed to exactions, the following rules are now prescribed to all zemindars, talookdars, and persons entrusted with the revenues, for their immediate direction and guidance :—That the rents to be paid by the ryots, by whatever rule or custom they may be demanded, shall be specific as to their amount. If by a pottah, containing the *assul* and *abwab*, the amount of both shall be inserted in it, and the ryot shall not be bound to pay anything beyond the amount specified on account of *khurcha*, *selamy*, or any other article. If by a *theeka pottah*, the whole amount payable by the ryots is to be inserted in it. If by any rule or custom, such as the payments of the last and preceding year, the rate of the village, pergunnah, or any other place, an account is to be drawn out, in the beginning of the year, showing what the ryots are to pay by such rule or rate, and a copy of it to be given to them. Where the rents are adjusted upon a measurement of the lands after cultivation, the rate and terms of payment shall be expressed in the pottah. If by any established and recorded *jumma-bundy*, that is to be rule for demanding the rents. If the rents are paid in kind, the proportion which the ryot is to pay shall be specified either in an account or written agreement. In every mofussil cutcherry, the *nirkhbundy*, or rates of land, shall be

publicly recorded, and the zemindar is answerable for enforcing this regulation under a penalty or fine for neglect at the discretion of Government. For every village, a putwary shall be established by the zemindar for the purpose of recording the accounts of the ryots in that village, and a list of such putwaries shall be deposited in the sudder cutcherly of the collectorship, and in the cutcherry of the pergannah where the village is situated. No farmer shall be allowed to remove a putwary without the permission of the zemindar. If after the expiration of six months from the commencement of the year, upon a reference to the accounts of any village for the purpose of deciding complaints, it should be found that no putwary has been established, the zemindar shall be fined by the collector for such neglect. Where no nirkhbundy of the land exists, the zemindar shall be bound to form the same either for his whole zemindary, or such parts thereof where it may be wanted, within a prescribed period to be determined by the collector. No zemindar, farmer, or person acting under their authority shall be allowed to cancel the pottahs of the *khoodkasht* ryots, except upon proof that they have been obtained by collusion, or that the rents paid by them within the last three years have been reduced below the rates of the nirkhbundy of the pergannah, or that they have obtained collusive deductions, or upon a general measurement of the pergannah for the purpose of equalizing and correcting the assessment. When the jumma of a ryot has been ascertained and settled, he shall be authorized to demand a pottah from the zemindar or person acting

under his authority, whether farmer, gomastah, or other; and any refusal to deliver the pottah shall be punished by fine proportioned to the expense and trouble of the ryot in obtaining it. The zemindar is also required to cause a pottah for the rent so adjusted to be prepared, and tendered to the ryot. It remains with the zemindar to determine by whom the pottah shall be granted, whether by himself, farmer, gomastah, or whom. No under-renter, without special permission from the zemindar, shall be empowered to grant pottahs beyond the period of his lease, and no agent to grant them, without authority from the zemindar or talookdar, when in possession of the lands, or of the manager when the zemindar and talookdar are excluded. All existing leases to under-renters and ryots to remain in force to the period of their expiration, unless proved to have been obtained by collusion, or from persons not authorized to grant the same. Every collector, renter, or receiver of the rents throughout every graduation, from the zemindar to the ryot, shall be compelled to give receipts for all sums received by them, and a receipt in full on the complete discharge of every obligation; and any person complaining that a receipt has been refused him, upon establishing the charge, shall be entitled to double the amount paid by him as damages from the person who received it. The receipts to the ryots are to specify the quantity of ground for which he pays rent, and the denomination of it, as being *khoodkasht*, *pyekasht*, or *comar*, with the rent received on account of each sort of land severally. In case any village or district should be affected by inundation,

tion or other calamity causing the ryots to desert, it shall not be lawful for any zemindar or renter, or collector of the rents, to demand the rents of the ryots who are fled from those who remain. The zemindar shall not be authorized to impose any new abwab or muthote, on any pretence whatever, upon the ryots, and every exaction of this nature to be punished by a penalty equal to three times the amount imposed. If, at any future period, it be discovered that new abwab or muthote have been imposed, the zemindars shall be made responsible for the penalty during the whole period of such impositions."

28. "As the impositions upon the ryots, from their number and uncertainty, have become intricate to adjust, and a source of oppression to the ryots, the zemindars shall be compelled to make a revision of the same, and to simplify them, by a gradual and progressive operation, as follows :— They shall begin with those pergunnahs where the impositions are most numerous ; and, having obtained an account of them, shall, in concert with the ryots, consolidate the whole, as far as possible, into one specific sum, but so that, in no case, the sums demanded from the ryots shall exceed three articles, *viz.*, *assul*, *abwab*, and *khurcha*. Having prepared this account, they shall submit it to the collector for his inspection, after which it is to be enforced by the authority of Government ; and any enhancement of the *abwab* or *khurcha* to be punished as an extortion. Where, by mutual consent of the ryots and the zemindars, the *abwab* can be wholly reduced and consolidated, it shall be done accordingly, and the rates of the land, according to the

Permanent  
plan for the  
use and secu-  
rity of the ry-  
ots.

nature of the soil and the produce, be the rule for fixing the rent. The rents of each pergunnah in the zemindary to be annually adjusted in the same manner until the whole be completed, and the exact proportion which the *abwab* and *khurcha* bear to the assul jumma to be precisely determined. The zemindar is to be positively enjoined to regulate a certain proportion of his zemindary annually, so that the whole be completely performed within (a certain number of) years from the date of his agreement."

29. "Every zemindar and talookdar to be also compelled to prepare the form of a pottah or pottahs adapted to the circumstances of his zemindary and talookdary, and to lay the same before the collector, who, having approved the form, shall publish it, with a notification to the ryots that, upon application, such pottahs will be given to them, and no pottahs under any other form shall be permitted."

30. "No zemindar shall be allowed to contract any engagements with any farmer, or authorize any act contrary to the letter and meaning of these regulations."

The contents  
of the next sec-  
tion will show  
to what extent  
the above pro-  
positions were  
ultimately en-  
acted.

To what extent the above propositions were adopted in the rules ultimately enacted for the conduct of the zemindars, and other superior land-holders, towards their dependent talookdars, ryots, and other descriptions of under-tenants will appear from the contents of the next section.

And a corrobo-  
ration of what  
has been stated  
respecting the  
under-tenants  
of land in Ben-  
gal may be  
found in a  
chapter of Mr.

If any corroboration be desired of what has been stated in the foregoing official document, relative to the under-tenants of land in Bengal, it will be found in a chapter of Mr. H. Colebrooke's *re-  
marks on the husbandry* of that province, entitled

*tenures of occupants, &c.* I had intended to quote Colebrooke's remarks on the husbandry of that province, largely from that work in this part of my Analysis, and to state the result of my own inquiries on the rights of under-tenants, with translations of the title-deeds and leases usually granted to them. But I find it impossible to do so without extending this volume to an inconvenient bulk, and also want leisure to do justice to the subject. I shall, therefore, conclude this section with the following observations and suggestions relative to the ryots, which were written by me in the year 1789, when the rules connected with a decennial settlement of the land revenue were under consideration.

"In determining the principle of a permanent settlement, the security and ease of the ryots are important objects of consideration, both because they constitute by far the greater part of the community, and because the whole revenue paid to Government is ultimately derived from their labors. In a final adjustment of the rights of the several classes of landholders, therefore, what rights actually belong to the ryots, and what rights should belong to them for their security and ease, are questions of the first consequence. In considering the former question, it must primarily be settled, what shall be deemed the standard of their rights? written institutions or general usage? and if the latter, whether ancient or modern. If the institutes of Akber be appealed to as the criterion, the regulations therein laid down for the encouragement of cultivation, the division of the crops, and the guidance of the amilgoozar or collector of the revenues will, I conceive, be deemed to render it probable that the payment of the ryot was regulated

Intention to quote largely from that work, and to state the result of further inquiries, with translations of title-deeds and leases, necessarily relinquished,

This section concluded with some observations and suggestions relative to the ryots, which were written in 1789.

Two questions considered; 1st, what rights belong to the ryots, and 2ndly, what should belong to them for their security and ease.

What standard of rights to determine the former question.

Inferences from the institutes of Akber.

From ancient usage.

and fixed, according to general rules of assessment, by the officers of Government, although it does not appear that he possessed the proprietary right of alienation. If the general belief of Toren-

And from modern practise.

mul's settlement having long ascertained the demand on the ryots be well founded, an appeal to ancient usage will produce the same result. If the modern practise be referred to, it will, I believe, be found that, from the early part of the present century, the zemindars of Bengal have exercised a privilege of distributing the *soobahdary abwab* on the ryots within their zemindaries nominally in some proportion to the standard jumma, but really according to their own discretion, subject to the occasional interference of Government to equalize the assessment of particular divisions, or abolish what appeared oppressive, and with some exception to the *khoodkasht* ryots, who have, in many parts, enjoyed the privilege of holding the possession of their lands, even hereditarily, at a fixed rent, the right of disposing of them by sale, gift, or other mode of transfer, still continuing, under limitations, with the zemindar or talookdar exclusively.

Observations upon modern practise.

This province, however, having, during a great part of the latter period, been held independent of the regular Mogul Government, the introduction of the *abwabs* appearing to have been an innovation, and the great want of uniformity which has obtained showing that no established system has been adhered to, it may, perhaps, be thought that no inference can be drawn from modern practise to invalidate the conclusions made from ancient usage and written institutions. Yet it should, at the same time, be remembered that the

usage of seventy or eighty years has, in a manner, established a new code of common laws, and that the property of the present occupants of the lands, whatever it may be, has, with few exceptions, been acquired during this period. On the whole, therefore, I do not think the ryots can *claim any right* of alienating the lands rented by them by sale or other mode of transfer, nor any *right* of holding them at a fixed rent, except in the particular instances of khoodkasht ryots, who, from prescription, have a privilege of keeping possession as long as they pay the rent stipulated for by them."

*And conclusion respecting actual rights of the ryots*

"The second question, what rights *should belong* to the ryots for their security and ease, it may be useful to consider separately with regard to a right of property in the land entitling them to alienate it by sale or otherwise, and a right of holding the possession of it at a fixed rent. 1st.— Should the ryots have a right of transferring the land rented by them subject to the rent assessed on it? It appears to me, this right would be advantageous to the ryots by giving them a property available to supply their wants in time of distress; to make good their debts when indebted; and to answer their convenience when desirous of changing their occupation or place of residence. I see no advantage that could arise from it to the zemindars, except, perhaps, a greater punctuality in the receipt of their rents, from the additional value given to the property of their tenants, in which respect it might also prove advantageous to Government, as well as in forwarding the general ends of agriculture and commerce. Disadvantages there could be none, to the ryot, from it. To the ze-

*Second question considered separately with regard to a full right of property in the land, and a right of possession at a fixed rent.*

*Whether the ryots should have a right of transfer by sale or otherwise.*

mindar there might be. The choice of his tenant is important to him. By the transfer he may lose men of substance and responsibility for men of a different character, and thereby be, at least, exposed to trouble, if not risk. The character of the purchaser may also be, in other respects, objectionable. With regard to Government, no disadvantage to be apprehended from it occurs to me. After weighing the above considerations, my opinion is that, were the ryots alone to be considered, the privilege of transferring the lands held by permanent occupants should be vested in them. But as the zemindars and talookdars also claim consideration, as their acknowledged rights would be infringed by conferring such privilege on the ryots, and as this infringement does not seem essentially necessary for the ease and security of the latter, the privilege in question should not, I think, be given to the ryots by the authority of Government, but allowed to be at any time voluntarily given or sold by the zemindars themselves."

Whether the  
ryots should  
hold perma-  
nent posse-  
ssion of their tenures  
at a fixed rent.

*2ndly.*—“Should the permanent ryots hold possession of the lands rented to them on condition of paying a fixed rent? To answer this question satisfactorily, I shall consider distinctly the reasons for and against the measure with regard to the ryots, the zemindars, and Government respectively. Would it be beneficial to the ryots?”

How far bene-  
ficial to the  
ryots.

“They would be secured from an increase of payment according to their improvements, which would probably stimulate them to improve the cultivation of their lands; and in that case, it may be presumed, the surplus produce above the fixed rent would yield them an easy livelihood, as well

as enable them to lay by a provision against casualties. On the other hand, they would be subject to greater rigour from the zemindars in the adjustment of their rents in the first instance, as well as in the subsequent payment of the amount adjusted, under whatever accidents might occur to create inability. The zemindars would be anxious to obtain as high a rent as possible if aware that it could never be raised thereafter, and I fear it would be impossible to lay down a rule just to both parties. The zemindars, it may be said, are interested in satisfying the ryots, because the lands, if uncultivated, are unproductive to them; but, it may be answered, the ryots are also interested in satisfying the zemindars, because, if they cannot obtain lands to cultivate, they must starve. Both causes probably would operate; but, as the zemindars could more safely risk delay than the ryots, it is to be feared, the latter would in general be obliged to accede; and, if so, it becomes a question whether it would not be better to let the zemindars make a limited settlement with the ryots on the moderate terms which, it is probable, they would then be satisfied with, than to require a perpetual settlement on the immoderate terms which, it seems probable, they would then require."

"Would it be beneficial to the zemindars to fix the rent of the ryots in perpetuity? The ease of the ryots to be expected, if their rent be not too high, Advantage and disadvantage of a fixed rent to the zemindars. would enable them to pay with more punctuality. The certainty of the payment would induce the ryots to give a higher rent than they would under a fluctuating demand. The ease of the cultivators of the soil would increase the demand for land,

and consequently encourage the greater cultivation of the zemindar's waste lands. The ability of the ryots to provide against contingencies would lessen the losses to population hitherto felt from famine, and consequently augment the number of cultivators for the waste lands. On the other hand, the fixed rent would prevent the zemindars from reaping any advantage from the improvement of the ryots, or from a rise in the value of any particular articles of produce ; and should the rent be fixed too high, in any instance the stated benefits would not be derived."

Consequence  
of a fixed as-  
sessment of the  
ryots with re-  
spect to Gov-  
ernment and  
the general  
improvement  
of the country.

*Lastly.*—“Would the fixed assessment of the ryots be beneficial to Government ? The demand being fixed, the ryots would be stimulated by self-interest to improve the cultivation to the utmost, and the general improvement of the cultivation would increase the resources of the country. The ryots, secured from exaction, might lay by the surplus produce of their labors for future contingencies, which would mitigate the dreadful effects of famine, and thereby preserve the population of the country. The ease of the ryots would, by enabling the zemindars to collect their rents with punctuality, assist the more punctual payment of their revenues to Government. The opposite arguments are :—The natives of this country are by many supposed so much inclined to indolence as to be induced to labor from absolute necessity only ; and, if this supposition have any foundation, the operation of the principle, in whatever degree, would so far tend to counteract the extension of cultivation as, by fixing the rent, such necessity would be diminished. That the operation of this principle would also tend to

prevent a provision for futurity. That the impossibility of equalizing the assessment, according to the improved state of the lands, would render the rents of some, in course of time, considerably heavier than those of others, and thereby prevent equality; and, finally, that a prohibition to the zemindars and talookdars to raise the rents of the ryots would necessarily forbid any increase of the land assessment on the zemindars and talookdars, excepting such as could be derived from new cultivation.”\*

“On the whole, considering the Act of Parliament ordaining a general preservation of rights, the orders of the Court of Directors for a settlement of ten years, and the foregoing arguments for and against the ryots, zemindars, and Government respectively, I am of opinion, no perpetual right of possession, on condition of paying a fixed rent, should at present be conferred on those ryots who have not already a declared or prescriptive title to such. In order, however, to obtain, as far as possible, the advantages of a fixed assessment of the ryots, and at the same time to obviate the objections enumerated, it appears expedient to require the zemindars and talookdars to adjust, within the three first years of the ensuing decennial settlement, a rent to be paid by their ryots individually which shall continue unalterable during the remaining seven years. The concurrence of the zemindars and talookdars might be obtained by making their agreement thereto the condition of their own revenue continuing invari-

Concluding  
opinion offer-  
ed as the re-  
sult of the pro-  
ceeding argu-  
ment.

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\* When this remark was written, the land assessment had not been fixed in perpetuity.

able during the same period, and this could afford a fair experiment of the effects to be expected from a fixed demand on the ryots, which would serve to assist a future decision on the important question whether the land revenue of these provinces should be altered periodically, or fixed at once in perpetuity."

### SECTION III.—REGULATIONS OF THE BRITISH GOVERNMENT.

What provisions meant to be included in this section.

Sub-divisions

In this section it is proposed to include such provisions in the existing regulations as have immediate reference to the rents demandable by the land-holders from their under-tenants, and have not been already stated in the former parts of this Analysis. The sub-divisions which have been adopted as most convenient are—1. Adjustment of rents and leases. 2. Receipt and enforcement of rents. 3. Special provisions for European tenants. 4. Provisions for tenures of invalid soldiers.

1.—Adjustment of rents and leases.

Rules enacted for Bengal, Behar, and Orissa.

Extended to Cuttack, with exceptions, by Regulation 12, 1805.

1.—*Adjustment of Rents and Leases.*

The rules upon this subject being adapted to local circumstances, and consequently varying for the different provinces, it is necessary to distinguish them, and I shall, in the first instance, state those which have been enacted for the provinces of Bengal, Behar, and Orissa; premising that such of them as were passed before the conquest of Cuttack, in October 1803, had not of course any original relation to that district, though, with certain exceptions which will be specified, they have been generally extended to it by Regulation 12, 1805.

The following rules were established by Sections Regulation 8,  
48, 49, 50, and 51 of Regulation VIII, 1793, for 1793. Rules  
maintaining the rights of dependent talookdars, who concerning de-  
pendent ta-  
lockdars.  
were not entitled, under Section 5 of that to Regu-  
lation,\* to be separated from, and rendered inde-  
pendent of, the zemindars and chowdries, to whom  
they had heretofore paid their rents. Section 48.  
"The settlement having been concluded with the Section 48.  
zemindars, independent talookdars, and other actual Settlement to  
proprietors of land, they are to enter into engage-  
ments with the several dependent talookdars con-  
tinued under them respectively, and consequently  
paying revenue through them, for the same period as  
the term of their own engagements with Govern-  
ment; provided the talookdars will agree to such  
revenue, progressive or otherwise, as the zemindar, or  
other actual proprietor of land, may be entitled to  
demand from them; and the several zemindars, or  
actual proprietors of land, to whom this rule may  
be applicable, are required to deliver to the col-  
lector, within three months after the conclusion  
of the settlement with them, a record of the en-  
gagements entered into between them, and the  
talookdars dependent on them, specifying their  
names and talooks, and the jumma payable by  
each."† Section 49. "It is to be understood, how-  
ever, that the record mentioned in the 8th Clause of Section 15, Regulation VII, 1799, to be delivered "annually, or whenever it may be required," including any alterations which have been registered under the following further provision in the same clause:—"As a security to the zemindars in maintaining their rights over the dependent talookdars continued under them, the latter are required to register in the sudder cutcherry of the zemindary, to which their talooks may be attached, all transfers of such talooks, or portions of them, by sale, gift, or otherwise, as well as all successions thereto, and divisions among heirs, in cases of inheritance; and whenever any distribution of the jum-

Section 49.  
Restrictions

\* See vol. 2, page 212.

† The record here mentioned is directed, in the 8th Clause of Section 15, Regulation VII, 1799, to be delivered "annually, or whenever it may be required," including any alterations which have been registered under the following further provision in the same clause:—"As a security to the zemindars in maintaining their rights over the dependent talookdars continued under them, the latter are required to register in the sudder cutcherry of the zemindary, to which their talooks may be attached, all transfers of such talooks, or portions of them, by sale, gift, or otherwise, as well as all successions thereto, and divisions among heirs, in cases of inheritance; and whenever any distribution of the jum-

regarding the assessment of istimrardars, or tenants at a fixed rent.

ever, that istimrardars (tenants at a fixed rent) of the nature of those described in Section 19,\* who have held their land at a fixed rent for more than twelve years, are not liable to be assessed with any increase, either by the officers of Government, or by the zemindar or other actual proprietor of land, should he engage for his own lands. With regard to such istimrardars also as have not held their lands at a fixed rent for so long a period, if the zemindar, or other actual proprietor of land, has bound himself, by the deed which he may have executed, not to lay any increase upon them, he shall not be allowed to infringe the conditions of the deed for his own benefit, but must confine his demands to the rent he may have voluntarily agreed

**Section 50.** The last restriction on proprietors of land not to extend to public officers, or farmers, when the zemindary may be held khas, or let in farm, by Government.

Section 50. "This last restriction, imposed on the zemindar, or other actual proprietor of land, in Section 49, is not to be considered to preclude the officer of Government or farmer, in the event of the zemindary being held khas or let in farm, from assessing such istimrardars according to the general rate of the district."† Section 51.

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in a dependent talook may become necessary on a division thereof, the written consent of the zemindar, to whom such rent may be payable, is to be previously obtained, without which no distribution of a talookdary jumma will be valid, or exonerate the entire talook from its responsibility to the zemindar."

\* Section 18 was inadvertently specified in the rule cited, but it had evident reference to Section 19, Regulation VIII, 1793, which was as follows:— "Istimrardars, however, who have not got possession of their lands to the exclusion, or without the consent, of the actual proprietors, as the moccurnurdars mentioned in Section 18 are supposed to have done, but hold them of the proprietors on pottah or lease, are to be considered as a species of pottah talookdars, and the settlement is to be made with them as hereafter specified." *Vide* Section 18, Regulation VIII, 1793, here referred to, in vol. 2, page 211.

† The *farmer* referred to in this Section is not an under-farmer holding a lease from the zemindar, and consequently not possessing any rights beyond those of his lessor, but a sunder farmer, or lessee of Government, who is entitled to receive the public dues when they are let in farm.

"The following rules are prescribed to prevent undue exactions from the dependent talookdars :—

*First.*—No zemindar, or other actual proprietor of land, shall demand an increase from the talookdars dependent on him, although he should himself be subject to the payment of an increase of jumma to Government, except upon proof that he is entitled so to do, either by the special custom of the district, or by the conditions under which the talookdar holds his tenure, or that the talookdar, by receiving abatements from his jumma, has subjected himself to the payment of the increase demanded, and that the lands are capable of affording it.

*Second.*—If in any instance it be proved that a zemindar or other actual proprietor of land exacts more from a talookdar than he has a right to, the Court shall adjudge him to pay a penalty of double the amount of such exaction, with all costs of suit to the party injured."

The same Regulation, *viz.*, VIII, 1793, contains the following provisions (since qualified in part, 1793, respecting under-farmers, ryots, and other under-tenants. Section 52. "The zemindar, or other actual proprietor of land, is to let the remaining lands of his zemindary or estate, under the prescribed restrictions, in whatever manner he may think proper, but every engagement contracted with under-farmers shall be specific as to the amount, and conditions of it, and all sums received by any actual proprietor of land, or any farmer of land, of whatever description, over and above what is specified in the engagements of the persons paying the same, shall be considered as extorted, and be repaid with a penalty of double

Section 51.  
Further rules  
to prevent  
undue exac-  
tions from the  
talookdars.

Provisions in  
Regulation 8,  
1793, respect-  
ing under-  
farmers, ryots,  
and other  
under-tenants.

Section 52.  
Actual pro-  
prietors to let  
their remain-  
ing lands, un-  
der the pre-  
scribed restric-  
tions, in what-  
ever manner  
they may  
think proper.

the amount." The restrictions prescribed, and referred to in this section, are the following: Section 53.

Section 53.  
Restrictions  
alluded to in  
Section 52.

"No person contracting with a zemindar, independent talookdar, or other actual proprietor, or employed by him in the management of the collections, shall be authorized to take charge of the lands or collections without an amilnamah, or written commission, signed by such zemindar, independent talookdar, or other actual proprietor."<sup>\*</sup>

Section 54.  
Process to be  
observed to  
prevent im-  
positions upon  
the ryots under  
the denomina-  
tion of abwab,  
muthote, &c.

"The impositions upon the ryots, under the denomination of *abwab*, *muthote*, and other appellations, from their number and uncertainty having become intricate to adjust, and a source of oppression to the ryots, all proprietors of land and dependent talookdars shall revise the same in concert with the ryots, and consolidate the whole with the assul into one specific sum. In large zemindaries or estates, the proprietors are to commence this simplification of the rents of their ryots in the pergunnahs where the impositions are most numerous, and to proceed in it gradually till completed, but so that it be effected for the whole of their lands by the end of the Bengal year 1198 in the Bengal districts, and of the Fussily and Willaity year 1198, in the Behar and Orissa districts, these being the periods fixed

\* The following extract of a letter from the Sub-Secretary to Government, dated 5th January 1798, has reference to the agents appointed by the landholders as required:—"The Vice President in Council observes that Government, in prescribing certain penalties for exactions by the landholders, had it not in contemplation to limit the operation of the regulation to cases in which the exactions may have been made by the landholders personally, as in that event the penalties might, in every instance, be evaded by them. He is of opinion that the landholders are responsible for all acts of this nature done in their name by any of their agents who may have been regularly constituted such, agreeably to Section 53, Regulation VIII, 1793."

for the delivery of pottahs as hereafter specified."

Section 55. "No actual proprietor of land, or dependent talookdar, or farmer of land, of whatever description, shall impose any new abwab or muthote upon the ryots under any pretence whatever. Every exaction of this nature shall be punished by a penalty equal to three times the amount imposed; and if, at any future period, it be discovered that

new abwab or muthote have been imposed, the person imposing the same shall be liable to this penalty for the entire period of such impositions."

Section 55.  
Actual proprie-  
tors and far-  
mers of land  
prohibited  
from imposing  
any new abwab  
or muthote on  
the ryots, and  
penalty in case  
of disobeedi-  
ence.

Section 56. "It is expected that in time the proprietors of land, dependent talookdars, and farmers of land and the ryots will find it for their mutual advantage to enter into agreements in every instance, for a specific sum, for a certain quantity of land, leaving it to the option of the latter to cultivate whatever species of produce may appear to them likely to yield the largest profit; where, however, it is the established custom to vary the pottah for lands according to the articles produced thereon, and while the actual proprietors of land, dependent talookdars, or farmers of land and ryots, in such places, shall prefer an adherence to this custom, the engagements entered into between them are to specify the quantity of land, species of produce, rate of rent, and amount therof, with the term of the lease, and a stipulation that, in the event of the species of produce being changed, a new engagement shall be executed for the remaining term of the first lease, or for a longer period if agreed on; and, in the event of any new species being cultivated, a new engagement, with the like specification and clause, is to be executed accordingly."

Section 56.  
Variations of  
pottah accord-  
ing to articles  
of produce ad-  
mitted under  
certain restric-  
tions.

Section 57.  
What the pottahs to be delivered to the ryots are to contain.

Section 57. “*First.*—The rents to be paid by the ryots, by whatever rule or custom they may be regulated, shall be specifically stated in the pottah, which, in every possible case, shall contain the exact sum to be paid by them. *Second.*—In cases where the rate only can be specified, such as where the rents are adjusted upon a measurement of the lands after cultivation or on a survey of the crop, or where they are made payable in kind, the rate and terms of payment, and proportion of the crop to be delivered, with every condition, shall be clearly specified.”

Section 58.  
Forms of pottahs to be registered in the zillah court, and copies to be deposited in each of the principal cutcherries.

Section 58. “Every zemindar, independent talookdar or other actual proprietor of land, and every dependent talookdar, shall prepare the form of a pottah or pottahs conformably to the rules above prescribed, and adapted to the circumstances of his estate or talook; and, after obtaining the collector's approbation of it (which approbation shall be signified by such officer subscribing the form with his name and official appellation), he is to register a copy of the form or forms in the dewanny adawlut of the zillah, and to deposit a copy in each of the principal cutcherries in his estate or talook. Every ryot shall be entitled to receive corresponding pottahs on application, and no pottahs of any other form shall be hereafter held valid.”\*

Section 59.  
Ryots may de-

\* By Section 6, Regulation IV, 1794, it was explained that “the approbation of the collector, required to be obtained to pottahs by Section 58, Regulation VIII, 1793, is to be considered to extend to the form only. If a dispute shall arise between the ryots, and the persons from whom they may be entitled to demand pottahs, regarding the rates of the pottahs (whether the rent be payable in money or kind), it shall be determined in the dewanny adawlut of the zillah in which the lands may be situated, according to the rates established in the pergannah, for lands of the same description and quality as those respecting which the dispute may arise.” The requisition to the landholders to

his rent has been ascertained and settled, may demand pottahs of actual proprietors of land and farmers, who are also required to grant them. Penalty in case of refusal.

Restrictions on farmers and agents in granting pottahs.

Section 60.  
All existing leases to under-farmers and ryots to remain in force until the period of their expiration. Exception to the rules.

his rent has been ascertained and settled, may demand pottahs from the actual proprietor of land, dependent talookdar or farmer of whom he holds his lands, or from the person acting for him; and any refusal to deliver the pottahs, upon being proved in the court of dewanny adawlut of the zillah, shall be punished by the court by a fine proportioned to the expense and trouble of the ryot in consequence of such refusal. Actual proprietors of land, dependent talookdars, and farmers are also required to cause a pottah for the adjusted rent to be prepared and tendered to the ryot, either granting the same themselves, or intrusting their agents to grant the same. No farmer, however, without special permission from the proprietor of the lands, or (if the lands form part of a dependent talook, the dependent talookdar) shall grant a pottah extending beyond the period of his own lease; nor shall any agent grant a pottah without authority from the proprietor or dependent talookdar, or the manager of disqualified proprietors.”\* Section 60. “First.—All leases to under-farmers and ryots, made previous to the conclusion of the settlement, and not contrary to any regulation, are to remain in force until the period of their expiration, unless proved to have been obtained by collusion, or from persons not authorised to grant

prepare forms of pottahs for the approbation of the collector, and the latter's approval of such forms, have been since superseded by the provisions of Regulation 5, 1812, hereafter stated.

\* The following addition to this rule was made by Section 5, Regulation IV, 1794, but it is now superseded by the provisions of Regulation 5, 1812:—“The ryots in the different parts of the country frequently omitting or refusing to take out or receive pottahs, although the persons from whom they are entitled to demand them are ready to grant them in the form, and on the terms prescribed by the regulations, it is declared that, if a proprietor or farmer of

No actual proprietor of land or dependent talookdar, or farmer of land, shall cancel the pottahs of khoodkasht ryots except in certain specified cases.

them.”\* *Second.*—“No actual proprietor of land or farmer, or persons acting under their authority, shall cancel the pottahs of the khoodkasht ryots, except upon proof that they have been obtained by collusion, or that the rents paid by them, within the last three years, have been reduced below the rate of the nirkhbundy of the pergunnah, or that they have obtained collusive deductions, or upon a general measurement of the pergunnah for the purpose of equalizing and correcting the assessment.

The rule contained in this clause is not to be considered applicable to Behar.”

Section 61. “The proprietors of estates, and the dependent talookdars and farmers of land in Bengal, are allowed until the end of the Bengal year 1198, and those in Behar and Orissa until the end of the Fussily and Willaity year 1198, to prepare and deliver pottahs to the

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land or a dependent talookdar, after the approbation of the collector to the form of the pottah or pottahs for the lands in his estate or farm shall have been obtained, as prescribed in Section 58, Regulation VIII, 1793, shall fix up in the principal cutcherry or cutcherries of his estate or farm a notification in writing, under his seal and signature, specifying that pottahs according to the form approved, and at the established rates, will be immediately granted to all ryots who may apply for them, and stating where and when and by whom the pottahs will be delivered, the notification shall be considered as a legal tender of a pottah, and the proprietor of land, the farmer, or the dependent talookdar, shall be deemed to have complied with the orders in Section 59, Regulation VIII, 1793; and the persons so tendering pottahs shall be entitled to recover the rents due to them from such ryots, either by the process of distraint laid down in Regulation XVII, 1795, or by suit in the dewanny adawlut.”

\* In answer to a reference from the Judge of Zulah Chittagong, the Court of Sudder Dewanny Adawlut, on the 27th July 1797, expressed their opinion, founded upon this clause and the next section of Regulation 8, 1793, that all pottahs granted by persons duly authorized, before the expiration of the Bengal year 1198, and not contrary to any regulation in force at the time, must be held good against the lessors and their representatives. Also, that the sense of ambiguous pottahs should be ascertained by the best evidence to be obtained of local usage. This opinion however, during the operation of Section 2, Regulation XLIV, 1793, hereafter specified, must be understood in consistency with the pro-

ryots in conformity to the preceding rules; but after the expiration of the year 1198, no engagements for rent contrary to those ordered are to be held valid; and, in the event of any claims being preferred by proprietors of estates, or dependent talookdars, farmers, or ryots, on engagements wherein the consolidation of the assul, abwab, &c., shall appear not to have been made, they are to be nonsuited with costs.”\* Section 64. “The proprietors of land, dependent talookdars, and farmers of land, of every description, are to adjust the instalments of the rents receivable by them from their under-renters and ryots, according to the time of reaping and selling the produce, and they shall be liable to be sued for damages for not conforming to this rule.”

Section 65. “No proprietor of land, or dependent talookdar, shall contract any engagement with any

visions of that regulation, which, with certain exceptions, restrict leases, and other engagements for the rent of lands, to a period of ten years. The court’s meaning appears to have been that the penalty of non-recovery, prescribed by Section 61, Regulation VIII, 1793, should not be applied retrospectively to legal engagements for rent executed before the period fixed by that section, and still in force, for an unexpired term or in perpetuity. On the 9th August 1798, the Court of Sudder Dewanny Adawlut, in answer to a further reference from the Judge of Chittagong, informed him that the rules concerning pottahs, in Regulation 8, 1793, being general, they were considered to extend to the ryots of lakheraj lands, as well as to those of malgozary lands.

\* The period specified in this section was extended to the 1st Aughun 1201 B. in Zillah Boglepor by Regulation 2, 1794; to the end of the Bengal year 1200 in Zillah Purnea, by Regulation 4, 1794; and by the same regulation till the expiration of 1201, in the zemindary of Nuddea. The whole of the provisions respecting pottahs, in Sections 54, 56, 57, 58, 59, and 61, of Regulation 8, 1793, were also, by Section 2, Regulation VI, 1794, declared inapplicable to such part of Zillah Ramghur as is situate in the province of Behar, “the body of the ryots in that part of the country being unable to read or write, and being accustomed to cultivate the lands under verbal agreements, and terms entirely dissimilar to those which prevail in other parts of the provinces.” These provisions are also materially altered in the whole of the provinces by Section 3, Regulation V, 1212, hereafter stated.

Claims on engagements contrary to those ordered, how to be considered and decided on.

Section 64.  
Instalments of rents to be adjusted according to time of reaping and selling the land produce.

Section 65.  
Landholders restricted

from entering under-farmer, or authorize any act contrary to the into engage-  
ments contra- letter and meaning of this regulation."

ry to this ro-  
gulation.

What parts of  
Regulation  
8, 1793,  
were qualified  
by Regulation  
XLIV, 1793,  
passed on the  
same date.

The provisions respecting leases in Regulation 8, 1793, particularly that contained in the first clause of Section 60, whereby "all leases to under-farmers and ryots made previous to the conclusion of the settlement, and not contrary to any regulation," were confirmed "to remain in force until the period of their expiration, unless proved to have been obtained by collusion, or from persons not authorized to grant them," received a material qualification in another regulation of the same date, though bearing a subsequent number, *viz.*, Regulation 44, 1793, "for prohibiting the fixing the jumma of dependent talooks, or granting leases or pottahs, for a term exceeding ten years;" besides providing, in cases of public sales of land for the discharge of arrears of revenue, "for rendering null and void all engagements (with certain exceptions) subsisting between the defaulting proprietor and his dependent talookdars, under-farmers, and ryots," as already stated, with the rules for such sales, under the head of *collection of the land revenue.*\* By Section 2 of this regulation, it was enacted that "no zemindars, independent talookdars or other actual proprietors of land, nor any persons on their behalf, shall dispose of a dependent talook to be held at the same or at any jumma, or fix at any amount the jumma of an existing dependent talook, for a term exceeding ten years; nor let any lands in farm, nor grant pottahs to ryots or other persons for the cultivation

Section 2.  
Jumma of de-  
pendent ta-  
looks not to  
be fixed, nor  
farms or pot-  
tahs granted,  
for a term ex-  
ceeding ten  
years.

\* Vol. II, page 412.

of lands, for a term exceeding ten years. Nor shall it be lawful for any zemindar, independent talookdar, or other actual proprietor of land, who may have entered into an engagement with any dependent talookdar fixing the jumma of his talook for a term not exceeding ten years, or let any lands in farm, or granted pottahs for the cultivation of lands for a term not exceeding ten years, to renew such engagement, lease, or pottah at any period before the expiration of it excepting in the last year, at any time during which it shall be lawful for the parties to renew such engagement, lease, or pottah, upon the same or any other terms, for a period not exceeding ten years, calculating from the expiration of the year in which such renewal may take place. All evasions of the prohibitions contained in this section, by entering into two separate engagements, leases, or pottahs, at the same time dating an engagement, lease, or pottah, subsequent to the period at which it may have been actually executed or by any other device, shall be considered as an infringement of them, and every engagement fixing the jumma of a dependent talookdar, and every lease or pottah which has been or may be concluded or granted in opposition to such prohibitions, is declared null and void."\* It was, at the

Engagements  
for ten years  
or less not re-  
newable at  
any period  
during the  
term of them  
except in the  
last year.

All evasions of  
this rule to be  
considered in-  
fringements  
of it.

All engage-  
ments, leases,  
and pottahs,  
granted in op-  
position to this  
section, de-  
clared void.

\* On the 23rd March 1798, the Court of Sudder Dewanny Adawlut had before them a reference from the judge of Zillah Jessore, upon the construction of this section, in the case of a bill of sale for a dependent talook, stipulating in the same deed for a fixed jumma or rent in opposition to Section 2, Regulation XLIV, 1793. The judge observed that "the purchasers of talooks in such cases having paid a fair price for the talook seem to have no doubt that the purchase itself is fully sanctioned by the Sixth Section of Regulation XLIV, 1793, although they cannot dispute the jumma being subject to all the restrictions which Government have chosen to establish;" that he also concurred in thinking the agreement for a fixed rent only invalid under

**Limitation of above rule.**

**Section 6.**  
This regulation not meant to prohibit proprietors from disposing of dependent talooks.

**Section 7.**  
Not to affect the junma of the talookdars, whose junma is declared un-alterable by Section 51, Regulation VIII, 1793.

**Section 8.**  
Not to prohibit grants or leases for any term, for the purposes here-in specified.

same time, declared in Sections 6, 7, and 8 of Regulation XLIV, 1793, that "nothing contained in this regulation shall be construed to prohibit any zemindar, independent talookdar, or other actual proprietor of land, selling, giving, or otherwise disposing of any part of his lands as a dependent talook."

Nor to authorise the assessment of any increase upon the lands of such dependent talookdars as were exempted from any increase of assessment, at the forming of the decennial settlement, in virtue of the prohibition contained in Clause First, Section 51, Regulation VIII, 1793. The revenue payable by such dependent talookdars is declared fixed for ever, and their lands are accordingly to be rated at such fixed assessment in all divisions of the estate in which their talooks are included. Nor to prohibit actual proprietors of land granting, without the sanction of Government or its officers, to any person not being a British subject or a

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the above regulation without affecting the sale, but that he wished to have the sentiments of the superior court for his guidance. The answer of the Sudder Dewanny Adawlut was in the following terms:—"The court, on reference to Regulation 44, 1793, and considering the meaning and intention of that regulation as expressed in the preamble, are of opinion that in the case stated by the Zillah Judge, *viz.*, when the bill of sale for a dependent talook contains an engagement for the junma of it in opposition to Section 2 of the above regulation, such engagement, respecting the junma only, is meant to be declared null and void by the above section without affecting the right of property between the parties." This construction had been anticipated by a similar declaration from the Vice President in Council in the following extract from a letter to the Board of Revenue, dated 15th December 1797:—"The 44th Regulation of 1793 does not, in our opinion, admit of the unqualified construction which you appear to have given it. The section quoted by you determines that, in the event of lands being disposed of for the recovery of arrears of revenue, all existing engagements between the proprietor and his dependent talookdars shall stand cancelled as far as regards the amount of the rent, but it by no means determines that the talookdary tenure shall be forfeited and be considered null and void. The right of occupancy is still reserved to the talookdar on his continuing to pay such rents as the purchaser may be

European, a lease or pottah for ground, for any term of years or in perpetuity, for the erection of dwelling-houses, or buildings for carrying on manufactures or other purposes, and for offices for such houses or buildings or for gardens."\* It was further declared in the Fifth Clause of Section 29, Regulation VII, 1799, in explanation of Regulation 44, 1793, "that it was not meant to annul the leases or in any wise affect the tenures of the istimrardars (tenants at a fixed rent) described in Section 19 of Regulation VIII, 1793, who, by Section 49 of that regulation, were exempted from any increase of their fixed jumma at the formation of the decennial settlement, provided they had held their tenures at a fixed rent for more than twelve years antecedent to that period. On the contrary, such under-tenants (being declared in Section 19 of Regulation VIII, 1793, a species of pottah talook-dars) were meant to be included in Section 7 of

except to British subjects and other Europeans.

Regulation VII, 1799, Section 29, Clause 5.

Explanation of above section. Not meant to affect tenures of istimrardar who, by Sections 19 and 49 of Regulation VIII, 1793, were exempted from any increase of their fixedrent at the formation of the decennial settle- ment.

Such under-tenants included in Section 7 of Regulation XLIV, 1793.

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entitled to demand according to the established usage or rates of the district or pergannah in which the lands may be situated. Section 6 of the same regulation, and Section 10, Regulation I, 1793, also recognized a right in every independent proprietor to dispose of a part of his lands as a dependent talook, and consequently, whether the sale or grant may have been made at a period anterior or subsequent to the decennial settlement, or to the date of the regulations in question, the proprietor was equally competent to make such grant, nor will the tenure of the talookdar be otherwise affected by the operation of the regulation, except that any engagements, which he may have entered into for the payment of a fixed rent, will stand cancelled from the day of sale." See also, on the subject of this note, Clause 28, 1806, in *Reports of Civil Causes*, adjudged by the court of Sudder Dewanny Adawlut, and an illustration of the principles on which the whole of these determinations appear to have been founded, in the first volume of Blackstone's Commentaries, page 87, respecting the points to be considered in the construction of all remedial statutes, the old law, the mischief, and the remedy.

\* In Section 8, Regulation XLIV, 1793, the clause *or for gardens* was erroneously inserted after the word *manufactures*. It was re-enacted as above cited in Section 7, Regulation I, 1795.

Regulation XLIV, 1793, which exempts from any increase of rent, under that regulation, the lands of dependent talookdars who were exempted from any increase of assessment at the formation of the decennial settlement, and declares the revenue payable by such talookdars fixed for ever."

Reasons stated  
in preamble  
to Regulation  
44, 1793, for  
provisions in  
that regulation.

The following reasons were assigned, in the preamble to Regulation 44, 1793, for the provisions which have been cited from Section 2 of that regulation.—“The public demand upon the estates of the proprietors of land, with whom a settlement has been or may be concluded under the original regulations for the decennial settlement, having been declared fixed for ever, it is to be apprehended that many proprietors, either from improvidence, ignorance, or with a view to raise money, or from other causes or motives, may be induced to dispose of dependent talooks to be held at a reduced jumma, or fix the jumma of such dependent talooks as now exist in their respective estates at an under-rate, or let lands in farm, or grant pottahs for the cultivation of land, at a reduced rent, for a long term or in perpetuity. Such engagements, if held valid, would leave it in the power of weak, improvident, or ill-disposed proprietors to render their property of little or no value to their heirs; promote vice and injustice; occasion a permanent diminution of the resources of Government arising from the lands, in the event of the rent or revenue reserved by such proprietors being insufficient for the discharge of the amount of the public demand upon their estates; be an abuse of the great and lasting benefit which has been conferred upon the landholders by the

possession of their lands being secured to them in perpetuity at a fixed assessment, and moreover be repugnant to the ancient and established usages of the country, according to which the dues of Government from the lands (which consist of a certain proportion of the annual produce of every beegah of land, demandable according to the local custom in money or kind, unless Government has transferred its right to such proportion to individuals for a term or in perpetuity, or fixed the public demand upon the whole estate of a proprietor of land, leaving him to appropriate to his own use the difference between the value of such proportion of the produce, and the sum payable to the public, so long as he continues to discharge the latter) are unalienable without its express sanction. It is at the same time essential that proprietors of lands should have a discretionary power to fix the revenue payable by their dependent talookdars, and to grant leases or fix the rents of their lands for a term sufficient to induce their dependent talookdars, under-farmers, and ryots to extend and improve the cultivation of their lands; and that such engagement should be held inviolable in all cases except where they may interfere with, or affect in any shape, the primary and indefeasible rights of Government.\* Upon the above grounds, and as the proprietors of land, previous to the decennial settlement being declared perpetual, were not entitled to enter into any engagements with their

\* This refers to the provision for annulling leases in cases of public sales for arrears of revenue, and confirming them in all other cases of public or private transfer, provided they were not repugnant to the rule prescribed in Section 2, as before noticed under the heads of "*Collection of the Land Revenue*" and "*Division and Union of Estates*;" vol. II, page 414, and note to page 456.

dependent talookdars, under-farmers, and ryots for a period extending beyond the term of their own engagements with the public, the Governor General in Council has enacted as follows" :—*viz.*, the rule contained in Section 2, Regulation XLIV, 1793, already quoted.

Rules established in 1793, regarding the grant of pottahs, revised in 1812.

And new rules enacted by Regulation 5, 1812.  
Regulation V, 1812, Section 2. Restriction

But after an experience of nearly twenty years, it was deemed advisable (as stated in the preamble to Regulation 5, 1812) "to revise the rules established regarding the grant of pottahs by the proprietors of land paying revenue to Government to their tenants," and the following provisions were enacted in consequence by Sections 2 and 3 of that regulation, with an explanation of the former in Section 2, Regulation XVIII, 1812.\* Section 2.

\* I cannot better explain the grounds upon which the important provisions contained in the regulations here referred to were founded than by subjoining the following extract from the minute of the Member of Government who suggested them. Mr. H. Colebrooke, in a minute recorded by him on the 1st May 1812, after noticing generally that "the rules devised for the safety of the public revenue had introduced a needless insecurity in the engagements and tenures of the zamindars and ryots, and imposed more than requisite restraints on the exercise of their discretion in forming mutual engagements, and by consequence on the free enjoyment of property as well as on agricultural improvement," added the following specific observations relative to Sections 2 and 5, Regulation XLIV, 1793:—"By the regulation quoted, it is provided that no lease shall be made for more than ten years, nor leases be renewed except in the last year of their term, and every lease granted in opposition to that prohibition is declared null and void. And by another section of the same regulation, it is further provided that, whenever lands are sold by public sale for arrears of the public assessment, all leases to under-farmers and ryots, and all engagements with dependent talookdars, shall stand cancelled from the day of sale, and the purchaser may collect from the talookdars, ryots, or cultivators according to the rates and usages of the pergannah, as if the engagement so cancelled had never existed. The operation of this rule was extended by a subsequent regulation (Section 3, Regulation III, 1796) to the entire annulment of leases for lands of which a part only might be sold for the recovery of arrears of revenue, and was, on the other hand, modified in cases of sales taking place after the second month of the year, so that leases, unless collusive, should remain, in such cases, uncancelled until the close of the year. These rules were enacted professedly to guard against the improvidence as well as dishonesty of landholders. The preamble

*First.—Section 2, Regulation XLIV, 1793, by which the proprietors of land paying revenue to Government are precluded from granting leases for a period exceeding ten years, is hereby rescinded, and proprietors of land are declared competent to grant leases for any period which they may deem most convenient to themselves and tenants, and most conducive to the improvement of their estates.”*

*Second.—Doubts having arisen on the construction of the above rule, it was explained by Section 2, Regulation XVIII, 1812, “that the true intent of it was to declare proprietors of land competent to grant leases for any period, even to perpetuity, and at any rent which they might deem conducive to their interests. Provided, however, that*

to the regulation recites the injury to which their heirs might be exposed by these imprudent engagements. But the evil, against which the regulation was especially intended to provide, was the permanent diminution of the resources of Government, which would be the consequence of the landholders reserving a rent insufficient for the discharge of the public revenue. It was apprehended that landholders, if vested with an unlimited discretion of fixing the amount of rent and the term of the lease, would abuse that power, and would either grant improvident leases at very reduced rates, for a perpetual, or at best a long term, with the view of obtaining an immediate supply of funds, or might grant such leases collusively for the purpose of creating beneficial estates for themselves under borrowed names, or for relations, favorites, and dependents. It is to be observed that no provision is made against the dishonesty of landholders practising such devices with a view to defraud their creditors their leases and engagements being unaffected by a sale made even under the authority of courts of justice for the recovery of private debts due to individuals. As this, which no doubt is a much more favorable case than that of heirs, did not engage the attention of the legislator, it is fair to infer, notwithstanding the tenor of the preamble, that the security of the public dues was chiefly, not to say exclusively, considered; and indeed there appears no substantial reason for any special care of the interests of heirs in this instance, or for controlling the discretion of proprietors, and guarding against their improvident disposal of their property by lease, while every other avenue is open by which the property may suffer detriment, and the heir's expectancy be defeated. For the security of the public revenue, two remedies are provided by the regulations in question where one would have sufficed. 1st.—The limitation of the landholder's discretion in regard to the period of leases, and

against leases  
for more than  
ten years, con-  
tained in Sec-  
tion 2, Regula-  
tion XLIV,  
1793, rescind-  
ed.

Regulation  
XVIII, 1812,  
Section 2.  
Explanatory  
rule declaring  
competency of  
proprietors of  
land to grant  
leases for any  
period or in  
perpetuity.  
But persons  
holding a re-

stricted interest in estates or subject to control or restriction in the use or disposal of property, not empowered to grant leases beyond the term of their own interest, or exceeding their authority.

Regulation V, 1812, Section 3.

Certain parts of Regulation 8, 1793, and Regulation 4, 1794, respecting forms of pottahs and engagements for rent, rescinded.

nothing contained in the former or present regulation shall be construed to empower persons holding a restricted interest in estates, whether for life or for other limited period, or subject to control or restriction in the use or disposal of the property, to grant leases extending beyond the term of their own interest in the property, or exceeding their power or authority over it." Section 3. "Such parts of Regulation 8, 1793, and of Regulation 4, 1794, as require that the proprietors of land shall prepare forms of pottahs, and that such forms shall be revised by the collectors, and which declare that engagements for rent contracted in any other mode than that prescribed by the regulations in question shall be deemed to be invalid, are likewise hereby rescinded.

*2ndly*, the cancelling of all leases whenever recourse has been had to public sale, even of a part of the lands, for arrears of revenue. Both remedies could not be necessary. If the second were so, as the regulation supposes, the first was superfluous. If the first were effectual for guarding the resources of the revenue, the second could not be indispensable; and, being a very rigorous rule, and a very discouraging one to agriculture, shoud not have been adopted so long as no absolute necessity for it was found to exist. These observations lead naturally to the proposition that one or other of those rules be abrogated, and that the other which is retained be modified and amended. I hesitated long, which to recommend should be rescinded, and which retained. Wholesome rules might, no doubt, be framed on the model, perhaps, of the restrictions of English law respecting church leases, and leases by tenants in tail (or on some other principle derived from the experience of other nations), by which the land-holders might be restrained from making away with the resources of the revenue of the lands. Many considerations would seem to recommend this as the least harsh expedient. But to adapt it to the various cases which can be foreseen, and make it efficient for the purpose for which it is designed, the rules to be adopted could not but be in some measure complex; and we have found, in too many instances, how ill suited intricate arrangements and regulations are to the manners and capacities of the people of this country to enter willingly on a new career of complex legislation. On this ground chiefly, and after mature reflection, I am induced to recommend the simple course of abrogating all restrictions upon leases in the first instance, and of preserving the rule which cancels pottahs in case of a sale for the recovery of arrears of revenue, with this modification, however, that it shall not take effect, unless fraud be proved, until the close of the year in which the sale

And the proprietors of land shall henceforward be considered competent to grant leases to their dependent talookdars, under-farmers, and ryots, and to receive correspondent engagements for the payment of rent from each of those classes, or any other classes of tenants, according to such form as the contracting parties may deem most convenient, and most conducive to their respective interests.

Provided, however, that nothing herein contained shall be construed to sanction or legalize the imposition of arbitrary or indefinite cesses, whether under the denomination of abwab, muthotc, or any other denomination. All stipulations or reservations of that nature shall be adjudged by the courts of judicature to be null and void. But the courts

And proprietors declared competent to grant leases, and receive engagements, in such forms as may be deemed most convenient and advantageous to the contracting parties.

This rule not meant to legalize stipulations for arbitrary or indefinite cesses, which are to be adjudged null and void, but without violating the definite clauses

occur, nor extend to lands not included in the sale. By this alteration of the existing rules, the landlord and tenant will be at full liberty to form any engagements that may be most for their mutual benefit, according to their own views of their respective interests. Leases for long terms of years, so requisite to the extension and improvement of agriculture, and so conducive to the welfare of both landlord and tenants, will be no longer prohibited, nor be discouraged by any circumstance but the contingency of the pottah being cancelled by a sale of the lands for the public revenue due from the landholder. This, I apprehend, must be retained for the security of the revenue of Government. It is a rule countenanced by the laws of several European nations, in which a change of property annuls unexpired leases. Its effect in discouraging the employment of capital in agriculture is to be lamented, but is unavoidable without incurring greater evil in pursuit of a different remedy.

"Another part of the subsisting revenue regulations, which appears to me to need emendation, is that which relates to the form of leases, and which annuls such engagement as may not be drawn in prescribed form. Before the enactment of the regulations connected with the permanent settlement of the land revenues of Bengal, a practice prevailed among landholders in this province of imposing on their ryots arbitrary cesses termed *abwab*, being either authorized so to do by reservations in the pottahs to subject the ryots to such abwab as might be imposed on the pergannah generally, or else assuming that authority without the sanction of any such reservation in the leases of their tenants. To protect the peasantry from such arbitrary exactions, which had been the source of grievous oppression and of gross abuses, the regulations of the permanent settlement provided that no new abwab

of the engagements shall notwithstanding maintain, and give effect to, definite clauses of the engagements contracted between the parties, or, in other words, enforce payment of such sums as may have been specifically agreed upon between them.”\*

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should be imposed on any pretence under penalty of three times the amount; that the landholders, in concert with their tenants, should revise the abwabs, and consolidate them with the land-rents; that they should give, or tender to their ryots, pottahs prepared according to a form previously approved by the collector and registered in the adawlut. These rules are enforced by a provision that pottahs of any other form are to be held invalid. Notwithstanding this penalty, which was expected to enforce universal compliance by rendering the written engagements of landlord and tenant void, and of no effect, if there be a deviation from the prescribed form, there is reason to believe that little progress has been really made towards the general introduction of the simple and definite leases which it was thus intended to enforce. But whether generally or partially successful, or wholly ineffectual, that penalty ought, I think, to be now rescinded. There is no longer any sufficient motive for holding the landholders and tenantry of the country in this sort of pupilage, prescribing to them the manner and form of their reciprocal engagements. They may be safely left to consult their mutual interests by entering into such engagements as they may consider to be for their benefit respectively, and to reduce their agreements to writing in any form most intelligible and satisfactory to themselves, or in their conviction most binding and secure. All that need be required is that the engagements shall be definite, and it may be accordingly declared that any clause of a lease or other engagement, reserving the power of imposing cesses or taxes termed *abwab* or *mukhole*, or under any other denomination whatsoever, or binding the pottah-holder to pay any impost or addition whatsoever beyond the rent, however regulated, in money or in kind, which the pottah or engagement specifies, shall be void and of no effect, and the courts shall maintain the remaining definite clauses and enforce payment of such rent, and such only as is specifically stipulated and agreed for by the pottah or other engagement. Under this alteration of the existing rules, the courts of justice will give effect to the agreements of the parties according to their ascertained intentions, with exception only to stipulations subjecting one of the parties to arbitrary demands at the will of the other. This exception, together with the prohibition actually in force against the imposition of any arbitrary cesses or abwabs under whatever pretence, will entirely preclude the renewal of those oppressions and abuses which the regulations I have proposed to modify were designed to prevent.”

\* Further provisions in Sections 4, 5, 6, 7, 8, 9, 10, and 11 of Regulation V, 1812, were stated in the second volume of this Analysis (page 414) as being connected with attachments and public sales of land on account of arrears of revenue. It may be useful, however, to add in this place the following further

The rule last mentioned is extended by the general terms of Regulation 5, 1812, to Cuttack and its dependencies in common with the rest of Orissa.

But the orders of the Court of Directors, disapproving the immediate conclusion of a permanent

Rule last mentioned extended to Cuttack and its dependencies by the preamble to Regulation 5, 1812.  
But Sections 2 and 3, Re-

extract from the minute cited in the preceding note, as containing the reasons which suggested the amendments enacted in the above sections, and which were not adverted to at the time of stating the provisions included in them. Section 5, Regulation XLIV, 1793, with corresponding sections in Regulation I, 1795, and XLVII, 1803, for Benares and the Upper Provinces, contained rules (which have been detailed in volume 2, page 412) for annulling, in cases of public sales of land for arrears of revenue, engagements contracted between the former proprietor and his tenants (with certain exceptions), and empowering the purchaser to demand from the dependent talookdars, ryots, and other under-tenants whose pottals might be thus cancelled a rent conformable to the established usages and rates of the pergannah. But in subsequent regulations, with a view to mitigate the hardship to which under-tenants were exposed by the operation of this rule, it was provided that, whenever the public sale might take place after the second month of the current Bengal, Fussily, or Willaity year, the rule, which authorized the purchaser to cancel existing leases, should not operate till the close of the year, provided "that this suspension be not considered applicable to any engagements, pottals, or leases evidently collusive." After noticing these rules, Mr. Colebrooke (on the 1st May 1812) recorded the following observations.

"Considering the proneness of the natives to abuse any power or authority with which they are invested, the latitude here given seems much too loose and too extensive. Either a judicial enquiry, summary at least, should take place before sequestrators, and still more purchasers, are allowed to levy from the growing crop a higher revenue than the cultivator or renter has engaged to pay, or a very clear and definite test should be provided by which the suspicion of collusion may be tried. It should not be left to the discretion of an ameen, or of an interested purchaser, to say whether the leases of the cultivators of an estate are collusive. The regulation aims at no more than to do away such leases as may have been made in contemplation of the attachment or sale with the view of evading or defeating it. The date of possession, and the comparison of the rent to that of preceding years, would, therefore, furnish satisfactory ground on which to found a presumption. If the tenant were in possession during one or more anterior years, and the rent reserved be equal to the average rent of preceding years, no just suspicion can be admitted against the lease. But fraud and collusion may be presumed if a reduction of rent have been conceded to a tenant in possession, or a lease have been granted to a new tenant for a less rent than has been most accustomedly paid within the three last years. In cases where pottals are set aside or cancelled under the rules above quoted, as well as in other similar instances, it is provided that the rent or revenue to

gulation XIV, settlement in Cuttack (as stated in the second 1812, substituted for Section 2, Regulation V, 1812, in Cuttack, as well as in all the ceded and

the following provisions are  
be demanded shall be determined by the rates and usages of the pergunnah or district, and the ryot is entitled to require a renewal of his pottah upon those terms. This would be very unexceptionable if, as is here supposed by the regulations, the proportion of annual produce in money or in kind, constituting the revenue demandable as the due of Government, could be with certainty determined, and if the rents which the landlord may properly ask, according to the established rates and usages of the pergunnah, were accurately ascertainable. For the interests of the cultivator and tenant would be sufficiently protected and secured if the established rules and rates of the pergunnah, according to which he is pronounced entitled to demand the renewal of the lease, and according to which the courts of justice are required to decide disputes arising between landlord and tenant, were either known or ascertainable. But there is reason to presume that the pergunnah rates are become very uncertain. In several causes of magnitude which were perseveringly contested by the parties, it appeared from proceedings which came before the Sudder Dewamny Adawlut while I sat in that court, that in a district and province in which dependent talookdars were particularly numerous, no rule of adjustment could be discovered after the most patient enquiry conducted by a very intelligent public officer. From the proceedings held in numerous other cases in the courts of justice, the same conclusion may be drawn respecting the relative situation of the ryot and zemindar in most districts. In some, indeed, a rule of adjustment may still be found in full force and actual operation. The regulations of Benares have maintained the table of rates of 1187 Fnssily, and the canoongee office yet exists in that province for its preservation. In the vicinity of Calcutta the ryots have been, I understand, supported by the decisions of adawluts in their pretensions to hold their lands upon the rents payable by them, or by the persons whose representatives they are, according to the last general measurement which was undertaken with the authority of Government before the permanent settlement, and of which the record is understood to be preserved in the office of the collector of the 24-Pergunnahs. Other instances may exist, but they are few, and the position, as a general one, is unquestionably true that there is actually no sufficient evidence of the rates and usages of pergunnahs which can be now appealed to for the decision of questions between landholders and ryots. I apprehend that, when the regulations in question were framed, no very distinct notions were formed of the pergunnah rates and established usages referred to. At least it is evident that several passages in the regulations, where reference is made to such rates and usages, were not exactly applicable to the state of things which then existed. Possibly it may have been owing to caution, suggested by feelings of doubt on that subject, that the regu-

substituted for that section in Cuttack (and for a conquered provinces. similar reason in the whole of the ceded and con- quered provinces) by Sections 2 and 3, Regulation XIV, 1812." Section 2. "No zemindar or other proprietor of land in the ceded and conquered

Regulation 14,  
1812.

Section 2.

No zemindar  
or proprietor  
to grant leases

lations everywhere look to the courts of justice for the determination of all disputes between landlord and tenant without providing definite rules for the court's guidance; while, on the other hand, the courts of justice have in general, and of late years, especially looked to the regulations alone for rules of decision, without entering into tedious, and possibly vain, researches into local usages. In this state of matters, it would be better to abrogate most of the laws in favor of the ryots, and leave him, from a certain period to be specified, under no other protection for his tenure than the specific terms of the lease which he may then hold, than to uphold the illusory expectation of protection under laws which are nearly ineffectual. The tenant might thus be rendered sensible of the necessity of obtaining a definite lease from the landlord, and would find it his interest to require such lease as the condition of his persisting in the cultivation of the lands. The landholder would equally find it necessary to grant definite leases to induce the ryot to continue the cultivation of the ground. The parties would be thus compelled to come to an understanding; and this result would, on every consideration, be preferable to the present state of uncertainty, which naturally leads to oppression, fraud, and endless litigation. But if it be thought expedient, in place of abrogating the laws which were enacted for the protection of the tenantry, and especially of the khoodkasht ryot, or resident cultivator, that the right of occupancy, which those laws were intended to uphold, should be still maintained, and that the ryot should be supported in his ancient and undoubted privilege of retaining the ground occupied by him so long as he pays the rent justly demandable for it, measures should rather be adopted, late as it now is, to reduce to writing a clear declaration and distinct record of the usages and rates according to which the ryots of each pergannah or district will be entitled to demand the renewal of their pottahs upon any occasion of general or partial cancelling of leases. I had it, at one time, under consideration to propose a plan for the preparation of such records under the superintendence of the revenue officers, assisted by the canoongee office, to be re-established for that and for other purposes, and in communication and concert with the zemindars and principal ryots of each pergannah, and I had made a considerable progress towards maturing the plan of this great undertaking. But after much consultation with the late Acting President of the Board of Revenue (Mr. Crisp), and with other experienced and well-informed officers of the Revenue Department, I have been diverted from this project by the apprehension that the intelligence and activity requisite for the due superintendence of its execution within each zillah are not to be universally nor generally expected; and that, if it were ill-performed, it might not improbably add to

for a term extending beyond the term of his own engagements with Government.

provinces shall grant leases, or fix the rent of any land tenures, for a term exceeding ten years; or if the term of his own engagement with Government be less than ten years, extending beyond such less term."

Section 3. "Any evasion

the subsisting evils instead of remedying them. On the maturest deliberation upon this difficult and intricate subject, I am compelled, however reluctantly, to relinquish the idea of restoring a definite and certain standard, to which appeal may be made for determining the rights of persons having dependent and subordinate tenures under landholders in chief, and for settling the disputes and questions which arise between them. Abandoning this idea, and apprehensive that an entire alteration of the provisions of existing laws, however inefficient, which suppose such a standard, may be productive of alarm, at least, if not of serious and real evil to the tenantry of the country, by abridging privileges of which they yet have an imperfect enjoyment, I shall content myself with merely proposing that provision shall be made, by regulation, for cases where the pergunnah rates are not ascertainable, which should regulate the pottahs of khoodkasht ryots, or of other persons entitled to a renewal of their leases. This will silently substitute a new and definite rule in place of ancient, but uncertain, usages. The following are the rules which I should propose with these views. 1st.—In any instance where a khoodkasht ryot, or other occupant or tenant, may be entitled, under the existing regulations, to receive a renewed pottah, in consequence of the cancelling of former pottahs by reason of a public sale for the recovery of arrears of revenue, or in consequence of any other circumstance rendering requisite the renewal of pottahs according to the rates of the pergunnah, as well as in every case in which the landholder, farmer, or manager, or other person in charge of the collections, is authorized to collect according to the rates of the pergunnah in place of subsisting engagements; if, in any such case or instance, it shall not appear that established rates are known in the pergunnah, or other local division, within which the land is situated, or if those rates shall not be ascertainable owing to long disuse or insufficient evidence of them; then, and in every such instance, the renewed pottah shall be granted, and the collection made, in the case of an individual ryot or tenant, at such rate or rates as are paid or payable for other land of similar description, and as near as may be of the same quality, in the vicinity: but in the case of cancelling generally the pottahs of the ryots and tenants of a taluk estate, or of an entire mouza, or other local division of the country, the new pottahs shall be granted, and collections made, at rates not exceeding the highest rate paid for the same lands in any one year within the period of three years last past, antecedently to the date of cancelling the pottahs. 2nd.—In the case of a dependent talookdar, if the rent of the land be computed according to the rates payable by ryots or cultivators for land of similar quality and description, a deduction shall be allowed from the gross rent in the adjustment of the

evasion of this prohibition, by entering into separate engagements or leases to take effect successively, or by dating an engagement or lease on a day other than that on which it was actually executed, or by any other device, shall be considered as an

of this prohibition to be considered as an infringement of the rule, and leases so granted to be null and void.

jumma of such dependent talook, at the rate of ten per cent. for the talookdar's profit or income, over and above a reasonable allowance for charges of collection, according to the extent of the talook. In regard to the annulment of leases on presumption of fraud or collusion, I have already stated the rule which I think should be adopted as to that point. In respect to the more extensive power of annulling all leases when lands are sold for arrears of public revenue, and still more generally the landlord's right, however vested in him, or from whatever cause arising, of enhancing the rents payable by a ryot or occupant, I am of opinion that further provision should be made for the security of the tenant in addition to, or amendment of, the existing rule that pottahs shall not be cancelled before the close of the year in consequence of a sale taking place subsequently to the second month of the year. The principle, on which the amendment I mean to propose will be founded, is that of a tenant not being liable to pay a greater rent than he had reason to expect he should be subject to, when he entered on the cultivation of the land for the crop of the current season. Whether his lease had even expired, or were on any account voidable, if he have been nevertheless allowed to commence the cultivation of the ground, at the expense of his money and of his labor, without notice of an enhanced rent, he cannot justly be chargeable with a higher rent than borne by his former lease, or usually paid by him. More, he could not expect, would be demanded from him; and if more be exacted, it is a surprise little short of fraud, since he has been deluded into the expenditure of capital, and the employment of labor, in the confidence of being only subject to the former rent, and has not had the opportunity of choosing between the relinquishment of the land and the payment of the enhanced rent required of him. It should therefore, in my opinion, be made a universal rule that no cultivator, or tenant of land, shall be liable to pay an enhanced rent, though subject to enhancement under subsisting regulations, unless written engagements for such enhanced rent have been entered into by the parties, or a formal written notice have been served on such cultivator or tenant at the season of cultivations, *viz.*, in the month of Jeth, notifying the specific rent under the landlord's right of enhancing it, to which he will be subject for the ensuing Fussily or for the current Bengal year. Unless the due service of such notification be proved, no greater rent should be exigible, by process of distress or confinement of person, nor recoverable by suit in court, than the cultivator or tenant was bound to pay by his previous engagements; and if more be levied from him, he should be entitled to a refund of the excess with damages on proof of the circumstances before a court of justice."

infringement of it. And every lease or engagement fixing the rent, which has been or shall be concluded or granted in opposition to this prohibition, is declared to be null and void."

Mention already made of new form of pottah and rule of collection from the ryots, in the Benares Province, established in 1788.

These arrangements, and others made at the same period, now stated more specifically.

Regulation II, 1795, Section 3.

Clause 1.  
Provisions for remedying abuses in the system of col-

In treating of the settlement of Benares,\* mention was made of a new form of pottah established by the Rajah, at the desire of the British Resident, in the year 1788, with an important rule, subsequently confirmed by the conditions of a permanent settlement with the landholders and farmers, that the *nukdy*, or money rents, of the ryots should not, in future, exceed the consolidated amount of the *mdl* and *abwab*, or original rent and additional cesses, which existed in the Fussily year 1187. It will now be proper to state these arrangements, with others made at the same period, more specifically. They are detailed in Sections 3, 4, and 5 of Regulation II, 1795, in the following terms: Section 3.

"First.—With a view to provide against sundry abuses and irregularities in the system of realizing the public revenue, the Resident, on the 25th June

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Notwithstanding the length of this note, the importance of the subject, as affecting the great body of cultivators and under-tenants, will justify my adding the following extract of a letter, addressed to Government by the Board of Revenue, on the 11th November 1814, in answer to objections stated by a public officer, against the provisions of Regulation 5, 1812, as understood by him to have abridged the privileges of the ryots, and to have annulled their claim to pottahs, at the pergunnah rates, as declared in Regulations 8, 1793, and 4, 1794.—"A reference to the regulations in question, and in particular to Section 3 of Regulation V of 1812, will show that so much of the 7th Section of Regulation IV, 1794, as relates to the privilege of the ryots whose pottahs expire, or are cancelled under Regulation 44 of 1793, to demand new pottahs at the pergunnah rates, is in no respect abrogated, nor their right anywise detracted from; on the contrary, the ryot's title to pay according to established rates is recognized and enforced in the 6th Section of the regulation in question, and in the following section, provision is made for regulating the collection in the particular case in which no such rates are known."

\* Vol. II, page 272.

1788, desired the Rajah to cause a new form of potah to be established and issued to the ryots, specifying the denomination and length of the rod by which the *betay* lands (lands of the produce of which Government, or the person having the collection of its dues, is entitled to a certain proportion, the value of which, estimated at the current market price, is paid in money by the cultivator of the land) were to be measured, in case such measurement should be demanded by either party, on the arrival of the period when the produce of the crops of the ryots is estimated by the mode termed *kunkoot*; and as in many places where the revenue was thus paid on such estimations of the harvests, disputes occurred between the ryot and the aumil as to the value in money at which the crop was to be appreciated, it was provided that twice in the year, or for each harvest, the valuation of the crops should be settled for each pergunnah separately by the authority of Government, and a notification thereof issued; the rates to be paid for the grain, or crops, in the khureef to be fixed in the month of Maugh, and those of the rubby-harvest in Jeth, according to the actual market prices then current in the several parts and divisions of the country. The above mode of estimating the produce, and appreciating the value of the crops, is accordingly in future to constitute the rule for ascertaining the collections to be made from the *betay* lands, and for adjusting the aggregate amount of them for the whole year; the kists due on each harvest being intermediately paid on account, according to the usual proportion of the mofussil kistbundy or instalments. The practice of *agore betay* (taking the *Agore betay*

lecting the  
land revenue.  
Pottahs to spe-  
cify the mea-  
suring rod.  
Valuation of  
crops how to  
be settled.

forbidden.

Government's half of the produce in kind, after the crop has been reaped or gathered) was at the same time forbidden, as affording to individuals the means of "defrauding Government of its due proportion of the produce; and in the form of the pottahs for the *betay* lands, it was directed to be specified whether the value of the produce was to be divided between the aumil and the ryot in equal proportions, or with such *zabetaneh*, or established difference, as the custom of each pergunnah authorized."\*

*Clause 2.*  
Provisions respecting nukdy land paying a specific money rent for beegah.

"Second.—In the pottahs for *nukdy* land (land paying a specific money rent per beegah) the name and length of the null, or measuring rod, was directed to be mentioned; and as, since the year 1781,† sundry new articles of abwab and charges had been introduced, the pottah provided that all new abwab and charges, introduced since the Fussily year 1187, should, from the year 1196 of the same era, be considered as prohibited and relin-

\* A qualification of the rule prohibiting the *agore betay* practise, or custom of receiving the rent in kind, was found necessary in a particular instance, as stated in Section 21, Regulation II, 1795, to the following effect:—"The enforcement of the prohibition in Section 3, against *agore betay*, having met with some opposition from certain brahmans and atteets, the Government share of whose crops had always been ascertained in that mode, and who declared their intention of committing violence on themselves if it was not adhered to with regard to them, the Resident, on the 17th of January 1789, issued a publication disapproving of the conduct of these brahmans and atteets, and apprizing them that the regulation would be enforced. But the practice of *agore betay* having prevailed only in a small portion of the country, and consequently there being little probability of many similar instances of opposition occurring, the Resident thought it advisable to accompany this publication with an order to the aumils, authorizing and enjoining them not to insist on receiving a money rent from such of the above-mentioned brahmans and atteets as should persevere in their objections, but to continue the practice of *agore betay* with regard to them, until they should consent to the payment of a money rent, as well as to the rate of the rent. This order was sanctioned by Government."

† Corresponding partly with the Fussily year 1188.

All new abwab, and charges introduced since the Fussily year

quished, and that the *māl*, or original rent, and <sup>1187, prohibi-</sup>  
*abwab*, or cesses, which existed in that year, *viz.*, <sup>ted and relin-</sup>  
quished.

1187 Fussily, being incorporated with the *māl* so as to form only one aggregate sum, this sum or specific rate should constitute what the ryots or cultivators of the *nukdy* land were to pay per beegah." "Third.—The rest of waste land intended to be brought into cultivation was directed to be fixed at such rates as the ryots might willingly agree to pay, and without abwab." Section 4.

"On the 1st of July 1788, the canoongoes were apprised of the above rules, and of the Rajah having deputed ameens for the purpose of carrying them into effect; and they were further informed that they were to co-operate in fixing the jumma of the *nukdy* lands, and ascertaining the proportion and mode of assessment on the *betay* land; and that wherever, during the administration of Rajah Cheyt Sing, the null, or measuring rod, was more or less than the rod of three derahs ilahjee (which rod alone was ordered to be used for the future), or wherever a beegah consisted of a greater or less extent of land than twenty biswahs in the Fussily year 1187, they were to adjust in proportion to these varieties in the rod, and in the extent of the beegah, the rates and modes of the *nukdy* and *betay* revenue in one sum, agreeably, and as nearly as might be possible equivalent, to the assul and abwab, or zabetaneh, of that year, and to fix the rates in the pottah accordingly. Pottahs were in consequence issued by the Rajah's ameens, comprehending the above specifications, but not so generally or accurately as fully or effectually to accomplish the object of their deputation; and

Clause 3.  
Rates of fal-  
low or unculti-  
vated lands.

Section 4.  
Instructions  
for carrying  
these provi-  
sions into exe-  
cution.

in the rates inserted in these pottahs, they likewise omitted to make allowance for the difference between the old and new measuring rods and beegahs.”

**Section 5.**  
Extent and dimensions of a beegah of ground according to the authorised measurement of three derahs ilahee.

“Section. 5. “The beegah of three derahs ilahee, thus established, consists of twenty poles, each measuring eight feet and four inches, and eight-tenths of an inch; the whole length being one hundred and sixty-eight feet, giving a surface or area of twenty-eight thousand two hundred and twenty-four square feet, or three thousand one hundred and thirty-six square yards; and the biswah, or twentieth part of this beegah, of one hundred and fifty-six square yards, and eight-tenths of a yard.

In what cases the kesraut, or difference between the old and new measuring rods, was to be taken into account.

On its appearing that several of the aumils and canoongoes understood that the *kesraut*, or difference in the length between the former and the present measuring rods, was to affect the assessment on all kinds of cultivation, the Resident issued an explanatory notification on the 12th of May 1789 to the following effect, *viz.* : In the places where the null, or rod, of 1197 was less than the general standard rod established for that year, such difference was to be taken, and calculated per beegah, on the *jummaee* or *kowlee*, *i. e.*, *nukdy* land, and also upon that known under the denomination of *rye-kunkooty*, or land the produce of which is calculated at a fixed or usual quantity per beegah, and the revenues rated theron accordingly. Thus, where the *rye-kunkooty* had been three maunds or four maunds, or taken at any other specific estimate per beegah according to the *rye* or rate of 1187, upon the ryot's cultivation in general, either on each distinct kind of produce, or upon a medium of the first, second, or third kinds of pro-

duce, in such cases, on the principle prescribed with respect to the *nukdy*, the difference of the rod was to be taken in all instances where actual mensuration, by the new rod of three derahs ilahhee, should, at the desire of either party, be resorted to for ascertaining the whole extent of ground in cultivation. But on the contrary, where the ameen of the aumil, in the mode termed *kunkoot*, should proceed with the *govero* or estimator, and the gomastah of the canoongoe and these two last-mentioned officers, with the consent of both parties, should estimate the produce of the crop on an inspection of it without measurement, the taking the difference of the rod was neither necessary nor proper, the whole produce being estimated, without reference to the extent of the beegah. All parties were required to attend to the letter and spirit of these prescriptions; and in conformity thereto, it was further signified to them that where the crops were estimated in the mode termed *dana-bundy kunkooly*, that is, where the revenue is assessed according to the gross produce without a measurement of the ground, the kesraut, or difference between the old and newly established rods, was not to be taken; as in these instances the revenue payable to Government was not calculated on the extent of the ground, but on the gross quantity of the produce. It having appeared also that in the old nulls, or lettas (measuring rods or ropes), the ryots had been defrauded by the aumil's unduly shortening them by subtracting from their length the *mour*, or loops, at each end, it was ordered that, in ascertaining the difference between those new and old nulls or lettas, the full length of

Provision  
where the  
crops were es-  
timated in the  
mode termed  
*dana-bundy*  
*kunkooly*.

Rule as to the  
mour, or loops,  
of the measur-  
ing ropes.

the old ones should be allowed in favor of those who pay the revenue inclusive of the *mour*, or loops."

**Regulation 51,  
1795. Further  
measures  
adopted, and  
rules estab-  
lished, for  
ryatty pottahs  
in Benares.**

**Section 2.  
Clause 1.  
Measures  
adopted for  
causing bil-  
mokta pottahs  
to be granted  
to the ryots.**

Regulation 51, 1795, respecting *ryatty pottahs* in the province of Benares, contains the following further recital of measures adopted, and rules established, in that province. Section 2. "First.—Orders were repeatedly issued to the aumils and canoongoes to cause the zemindars and farmers to issue to their ryots *bilmokta* pottahs (*i. e.*, pottahs with the *mal* and *abwab* consolidated) for the *nukdy*, or money part of the rent payable to them, and to specify therein, where the rent is estimated according to the produce, the mode of the *betay*, or division of the crop, and also the proportions in which the division was, to be made (*viz.*, whether in equal proportions, or in the proportions of seven to nine, or of five to two, or of two to one, or according to whatever local *zabetaneh*, or custom, might be prevalent in each place); and the aumils were also repeatedly enjoined to issue similar pottahs in those parts of the pergunnahs which continued *amauny*. There being ground to believe, however, that, notwithstanding these orders, the prescribed pottahs had not been duly issued, ameens were deputed on the 12th of February 1795 to cause them to be granted throughout all that part of the four circars to which the general settlement had extended. The ameens thus deputed were accordingly furnished with instructions to cause the talook-dars, zemindars, and farmers in the *mushukhusee* mowzas, or villages for which a settlement had been concluded, and the aumils in the villages which remained *amauny*, to grant the prescribed pottahs to the ryots and cultivators in conformity

to a draft prepared for the purpose. The pottahs to be granted to every ryot and cultivator, in the *mushukhusee* villages, to specify, with precision, the rates of payment according to the two last years as far as regarded the *nukdy*, or money part thereof, and also the modes and proportion of the *betay* where the payment of the ryots were estimated in kind or upon the produce; and in the event of the rates to be thus inserted in the pottahs being anywhere disputed between the aumils or malgoozars on the one part, and the ryots on the other, such disputed rates were directed to be regulated and adjusted on reference to the accounts of the putwaries, and with the assistance of the canoongoes, so that consideration being had to the present condition of the ground, and the cast of the cultivator, the *bilmokta-rye* or rate, inclusive of māl and abwab on account of such ground, might be fixed at the same rate as that at which a cultivator of the same cast would have been assessed for it in the Fussily year 1187."

*Second.*—Under Clause 2.  
Pottahs for  
mootry ten-  
ures.

these instructions, where the custom of *mootry* (or the payment of one general rate for different kinds

of ground and of crop) was found to prevail, the ameens were directed to continue it, and even to endeavor to extend it wherever the parties concerned might voluntarily agree to its adoption."

*Third.*—In pottahs issued for a money-rent, with Clause 3.  
Nukdy or mo-  
ney-rent pot-  
tahs for ten-  
ures not moot-  
ry.

the exception of those granted for *mootry* tenures, the number of beegahs, the description of beegah (*viz.*, whether the beegah computed by the rod of three derahs ilahee, the beegah of the measure prevalent in the pergunnah, or the dherawat, or beegah ascertained by estimate), and the *bilmokta-rye*,

*ta-rye*, or consolidated rate of assessment, on each of such beegahs, were directed to be specified so as to preclude the necessity of superadding to such rate the *kesraut*, or difference of rate, proportionate to the variation in the extent of the several descriptions of beegahs.

Rule for obviating the necessity of any addition on account of *kesraut*, or difference in the extent of the beegah.

For this purpose it was ordered that the malgoozars and ryots, with the assistance of the opinions of the canoongoes, and the approbation of the ameens, should fix at once the *bilmokla-rye*, or consolidated rate, in one sum, in proportion to the extent of the beegah, leaving it to the parties to determine on which of these three descriptions of beegahs the calculation of the *rye* should be made, instead of confining them to one description of beegah, as had been prescribed by the rule contained in Section 4, Regulation II, 1795."

Clause 4.  
In what instances such pottahs might be granted to the putteedars or subordinate sharers.

"Fourth.—In the event of any of the putteedars being desirous of obtaining pottahs for the land cultivated by them, the ameens were instructed to cause the pottahdars, or persons holding pottahs of Government, to grant pottahs accordingly in conformity to the principles above prescribed. But if such putteedars should not apply for pottahs, the ameens were informed that they were not to cause pottahs to be granted to them, but were to leave them to continue to pay as formerly *i. e.*, subordinately to, and in conjunction with, their principals."

Clause 5.  
How these pottahs were to be granted and attested in the mushukhusee lands.

"Fifth.—In the *mushukhusee* lands, these pottahs were directed to be issued with the concurrence of the ameen, and under the signatures of the grantors (*i. e.*, the pottahdars of Government), and to be attested also by the canoongoes. In the villages which were continued *anonym*, it was directed that the said pottahs should be issued

And how in the *anonym* villages.

by the aumils under their signature and the attestation of the canoongoes, and that they should also be countersigned by the ameens, as for the future the aumils neither had, nor were to possess,

General duties  
of the aumils  
in future.

any authority to augment or diminish the rental of Government, their duties being limited to the realizing of the fixed revenue, the preservation of the peace throughout their respective limits, and the execution of such orders as might occasionally be addressed to them."

"Sixth.—The *zeyl*, or detailed particulars, annexed to the form of pottah, with which the ameens were furnished, contained an enumeration of the different modes of ryatty payments, whether of *mootry nukdy*, *herkowla*, or *belay*, and of *purtee*, *keel*, and *jungle*, &c., one or other of which would necessarily be found applicable to the land and circumstances of every cultivator; and it was pointed out to the ameens that the pottahs of those ryots only whose cultivation was carried on agreeably to the practice termed *mootry*, and no other, were to specify the amount of the rent annexed to their pottahs under that single head only, whilst, in instances in which ryots cultivated not only on *mootry*, but also on *nukdy* and *belay* agreements, this form of pottah also prescribed how the particulars of the *zeyl* were under such circumstances to be subjoined, at the same time that it comprehended, under the several heads of cultivation, a specification of the denomination of beegah, in order that as all the three descriptions of beegahs particularised in Clause Third were more or less in use in the province, it might be left to the option of the malgoozars and ryots to adopt in their engagements whichever of these three standards

Clause 6.  
Rules for ad-  
opting, and  
distinguishing  
in the pottahs,  
the different  
denominations  
of culture and  
of beegahs.

they might prefer; the ameens being required only to see that the description of beegah agreed on should in every instance be specified.” “Seventh.—The following is a translate of the general form of pottah with which the ameens were furnished :”

General form  
of pottah.

“A pottah of engagement and stipulation, in the name of \_\_\_\_\_, according to the *zeyl*, without *abwab* or *serf*; the *fota*, or rent, for the entire year of the cultivation shall be taken *bil-mokta*, or according to one rate; and exclusive of that, neither a *daam* or *dirm* shall be taken.”

*Zeyl, or annexed specification of Rent.*

*Nukdy, or money-rent.*

Rs. A. P.

1st.— <i>Mootry</i> , 12 beegahs (either of three derah ilahee or pergunnah beegahs, or dherawat, <i>viz.</i> , estimated beegas).	at 3 rupees 2 annas per beegah	... 37 8 0
2nd.— <i>Kwgraur</i> . &c. (being for the more valuable articles of cultivation), 13 beegahs (whether of three derah ilahee or pergunnah measurement, or dherawat), <i>viz.</i> , sugarcane, 10 beegahs, at five rupees one anna per beegah, 50 10 0		
Tobacco, 2 beegahs, at six rupees per beegah	... 12 0 0	
Moolee, or ve etables, 1beegah, at two rupees one anna per beegah, 2 1 0		
		64 11 0

*Bhawullee or betay, i.e.,*  
where the rent is in proportion to the crop.

The beegah to be of three derah ilahee measurement or pergunnah, or dherawat measurement, and the rent to be assessed by *kunkoot*, or appraisement either at half and half, or nine to seven, or five to two, or two to one, according to the local usage, and the money assessment thereon to be according to the current market price as fixed for each harvest by Government.

Purtee and keel, and jungle-land, according to the good will of the parties, either on a nukdy or betay engagement.

and where, from change in the cultivation, a new pottah shall become necessary, it shall be granted according to the rates of the two last years, with the privity of the canoongoes, according to the *shirabundy*, or established rates of the pergannah, and I (the zemindar or farmer) shall certainly not object to give a pottah.

3rd.—*Herkowla*, or for common nukdy cultivation, 12 beegahs (either the three derah ilahee or of pergannah measurement, or of dherawat) at different rates, *viz.*:

	Rs. A. P.
1st.—2 beegahs at Re. 1-8,	3 0 0
2nd.—3 beegahs at „ 1-12,	5 4 0
3rd.—3 beegahs at „ 1-4,	3 12 0
4th.—2 beegahs at „ 1-0,	2 0 0
5th.—1 beegah at „ 1-2.	1 2 0
6th.—1 beegah at As. 12,	0 12 0
	<hr/>
	15 14 0

Section 3. “First.—On the departure of the ameens, the strongest assurances were published to all the zemindars and farmers that the object of the deputation was solely to ensure from them that justice to their ryots which Government had bound itself to observe to them by concluding with them a permanent settlement, the conditions of which would on no account be infringed. A considerable degree of jealousy, however, was manifested by the zemindars and farmers during the progress of the ameens, several of whom represented the difficulties which they experienced in the execution of their instructions both from

Section 3.  
Clause 1.  
Precaution taken on the departure of the ameens to apprise the land-holders of the object of their deputation.

Notwithstanding which they experienced difficulties in their progress.

**Clause 2.**  
Rule for their  
guidance  
where no put-  
warries were  
found in an  
estate or  
farm.

the above and other causes. These difficulties are stated in the following clauses with a view to future eventual arrangements.” “ *Second.*—The ameen in the tuppah of Ophroude, in the pergannah of Chourassy, represented that several places in that tuppah were without putwarries, and as similar complaints were received from other parts of the district, the ameens were in reply directed to cause the proprietors and farmers to appoint putwarries wherever they were, wanted, and in the mean time to oblige the gomastahs of the said proprietors or farmers, or the officers entertained for keeping such written or other village accounts as are kept, to produce them to the courts of judicature, or to the collector, in the instances in which either are empowered by the regulations to require them.”

**Clause 3.**  
Refusal of cer-  
tain descrip-  
tions of ryots  
to take pottahs.

“ *Third.*—Several ryots in the pergannah of Chownsa and other parts, who had been used to divide the grain with the zemindar, or farmer, in the mode called *agore*, according to the produce, would not take pottahs specifying either any rent per beegah, or even the number of beegahs which they cultivated, circumstances that are adverted to, and in some measure provided for, in Section 21, Regulation II, 1795.”

**Clause 4.**  
How pottahs  
are to be issued  
to the ryots  
in mortgaged  
lands.

“ *Fourth.*—The ameen in the tuppah of Kone, in the pergannah of Chourassy, represented that sundry zemindars had mortgaged a part of their lands to other zemindars, and had, in consideration thereof, given them pottahs at lower rates than the established ones, so as merely to prove equal to the payment of Government's jumma; whilst the mortgagees caused the grounds in question to be cultivated by other ryots from whom

they took the usual rate of rent. The ameens desired instructions whether they should cause pottahs to be given to these mortgagees according to those which they held from the zemindars, or whether the pottahs should be issued at such rates as the mortgagees exacted from the ryots. In reply to this application, the ameens were directed to cause pottahs of the last-mentioned description to be issued to the ryots, not, however, by the proprietors, but by the mortgagees ; and they were further informed that this rule was to be observed in all similar cases."

*Fifth.*—“ It appearing by a representation from the ameen at Mureehoo that the zemindars and farmers concealed the revenue-lands in their occupancy by pretending to have assigned them in larger proportions than was ever usual to the putwaries for their maintenance or otherwise, the ameen was instructed not to admit of this abuse, but to cause pottahs to be issued for all grounds over and above the usual quantity granted to the putwarries for their maintenance in their official situations.”

“ *Sixth.*—The ameen in pergannah of Baleeah represented that, although his instructions required that the rate of rent should be fixed *bilmokta*, or in one sum, there were circumstances which rendered the observance of this rule in some instances impracticable, such as various abwabs proportionally added, in the *betay* ryoty tenure, to the money result of the *jujmna*, or valuation of the crop, according to the market prices of grain ; these abwabs being often at the rate of one anna or of two annas per rupee on the valuation of the crop on account of *batta*, and perhaps of three annas for the *dekkurch* per beegah ; whilst in several other villages,

Clause 5.  
Attempt of zemindars and farmers to conceal the funds of their estates by pretended grants to the putwarries. Excess above usual quantity disallowed.

Clause 6.  
Difficulty in respect to betay pottahs, from the custom of super-adding abwab, to be proportionally levied on the valuation of the crop.

Rule to be observed in such cases.

these articles of batta and khurch were levied uniformly at a certain rate per rupee on the amount of the valuation of the crop as aforesaid. That it was, therefore, evident that these money rates could not be taken into account so as to admit of their amount being ascertained in a *betay* pottah, further than by fixing their proportional rates in the rupee on the amount of the valuation of the crop, or on the beegah of the cultivation as the local custom might in either case require. This ameen was accordingly instructed to confine himself to the insertion of these proportionate rates of abwabs."

*Clause 7.*  
The small beegah, used in  
pergunnah Kurcendeh,  
continued at  
the desire of  
the ryots.

"Seventh.—It appeared that in sundry villages in the pergunnah of *Kureendeh*, it had been, and continued the custom amongst the malgoozars and assamees (*i. e.*, the zemindars or farmers, and the ryots) to carry on their cultivation, and keep their accounts, according to the practice termed by them *cutcha dherawat gortaur*, that is, where the beegahs are measured by steps, of which one beegah is equal only to eight *pukhta biswas*, and two and a half of *cutcha beegahs*. The ameen in that pergunnah having hereon reported that the ryots in such places could not be made, without great difficulty, to comprehend the advantage of calculating by the *pukhta*, instead of the *cutcha* beegah, directions were given that their own customs should be continued on condition that the description of the beegah, and the mode of measurement, should be clearly specified in the pottahs to be granted in such places."

*Clause 8.*  
Further spe-  
cial provis on  
for Kureendeh  
in respect to  
signing the  
pottahs of the

"Eighth.—In the said pergunnah of *Kureendeh*, it was on the same day ordered, in reply to a query from the ameen, that where the serberakars, or managers (mentioned in Section 17, Regulation II,

1795\*) were on terms of good understanding with the zemindars, they might, if they pleased, affix their signatures to the pottahs to be granted to the ryots; but that wherever it became a question which of them should have the preference, it must be allowed to the serberakar as long as the latter remained responsible for the revenue."

*Ninth.—* Clause 9.  
Mode of raising the revenue in certain villages by a money assessment on Government's share of the grain.

The same ameen having reported that in Pe-haurpoor, and some other villages in Kureen-deh, he had issued the pottahs in the terms of his instructions, although in fact it had been, and still was, customary for the zemindars, putteedars, and other chupperbund assamees or roysts to meet together, and lay on such a money assessment on the Government's half of the grain as might make up the public revenue, it was thereupon ordered that those who preferred this mode might adhere to it, and even have this condition inserted in their pottahs, without the stipulation that such assessment should be founded on the market price, as is the rule in general for all other places."

*Tenth.—* Clause 10.  
Refusal to accept pottahs from farmers by claimants to the land in certain villages of pergannah Mohammedabad.

The ameen in the pergannah of Mohammedabad reported that certain persons in that district, claiming to be the descendants of the ancient zemindars of villages now rented to farmers, refused to receive pottahs for the ground which they cultivated from the latter, alleging that they should thereby suffer degradation."

Section 4.  
Government's order to recall the pottah ameens.

Section. 4. "The deputation of the ameens and their proceedings having been reported to the Governor General in Council, he observed, in his reply of the 26th June 1795, that difficulties similar to those stated by the ameens in Benares had been experienced in enforcing the regulations

\* See vol. II, page 283.

regarding pottahs in the other three provinces. That in many places the ryots had omitted to take out pottahs, or objected to receive those tendered to them agreeably to the regulations; and that owing to the variation in the rates in the different pergunnahs and districts, and other local circumstances, disputes had been occasioned where both the proprietor and the cultivator of the lands were before satisfied with the rates of assessment that had been mutually agreed upon between them. That the rules regarding pottahs, contained in Regulation 4, 1794, for the provinces of Bengal, Behar, and Orissa, had in consequence been passed, under which, if any dispute arose between a proprietor or a farmer of land, and a ryot, regarding the rates of potahs, the latter, by application to the courts of judicature, could always obtain a pottah at the ancient and established rates of the district; and that where no such dispute subsisted, the interference of Government was of course unnecessary. That from these considerations, and as the variations in the rates in the different districts, and in the quality of the lands in Benares, might render it extremely difficult for the ameens to fix the rates and the terms of the pottahs to the satisfaction of both parties, and as there might be considerable danger of their often favoring one or other of them, the Governor General in Council directed the ameens to be recalled, and ordered that rules similar to those contained in Regulation 4, 1794, should be adopted in Benares; it being presumed that the operation of them would gradually lead to the defining and fixing the rates to be paid for land in the different districts and vil-

lages where any dispute might subsist respecting them, without incurring the inconveniences liable to arise from attempting to effect this object at once by the deputation of ameens." Section 5. "In pursuance of the directions in the preceding section, the pottah ameens were recalled on the 8th of July 1795; and with respect to the progress which they made in granting pottahs wherever it shall appear that they have caused pottahs to be granted in deviation from the letter and spirit of the instructions under which they acted, such pottahs are to be deemed invalid, and are to be so adjudged in any court of justice; whilst, on the other hand, the operation of those in which the parties have acquiesced is to be admitted. This last-mentioned rule can be productive of no injury to either party, as all the pottahs, with the exception of those for the mootry tenures, are liable to annual renewal in consequence of the alteration that unavoidably takes place in the annual cultivation of the ryots." Section 6. "On the recal of the ameens, they were directed to make it known that it was expected and required of the talookdars, zemindars, and farmers that they should complete the issuing of the pottahs to their ryots in the form and manner required in Section 2. The proprietors and farmers of land are accordingly hereby allowed, until the expiration of the Fussily year 1204, for granting these pottahs; and after that period, no engagements for rent (exclusive of the exceptions in the cases specified in Clauses Third, Ninth, and Tenth, Section 3, the usages detailed in which are to be admitted) contrary to those ordered in that section, or such other as the collector, with

Section 5.  
Recal of the  
pottah a-  
meens, and  
how far the  
pottahs issued  
by them are to  
be held valid.

Section 6.  
Further period  
allowed for dis-  
tribution of  
pottahs by the  
land-holders  
and farmers.

the sanction of the Governor General in Council, may prescribe, shall be held valid, and the parties prosecuting under such informal engagements shall be nonsuited with costs."\*

**Section 7.**  
Rule for cases  
in which ryots  
omit or refuse  
to take out the  
prescribed pot-  
tahs.

Section 7. "To provide against the ryots refusing or omitting to take out or receive pottahs, although the persons from whom they are entitled to demand them be ready to grant them, in the form and on the terms that now are, or may be hereafter prescribed, by this or any future regulation, it is declared that, if a proprietor or farmer of land shall fix up in the principal cutcherries, in his estate or farm, a notification in writing, under his seal and signature, specifying that pottahs according to the form prescribed in Clause Seventh, Section 2, or such other form as the collector, with the sanction of the Governor General in Council, shall have approved, and at the established rates, will be immediately granted to all ryots who may apply for them, and stating where and when, and by whom, the pottahs will be delivered; the notification shall be considered as a legal tender of a pottah, and the proprietor of land or the farmer shall be deemed to have complied with the order; and the persons so tendering pottahs shall be entitled to recover the rents due to them from such ryots as fully and effectually, to all intents and purposes, as if there existed written engagements between the parties."

**Section 8.**  
All new re-  
forms of pot-  
tahs to be re-  
gistered in the  
city or zillah  
courts, and  
copies to be de-  
posited in the  
principal cut-  
cherries of the  
estate or farm.

Section 8. "The approbation of the collector, in respect to the pottahs, is to be considered to extend to the form only, as far as regards which, he is, under the orders of Government, authorized either to adhere to that contained in Clause Seventh, Section 2, or to adopt such other forms as the local circumstances of the district may, in any part there-

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\* This rule is modified by Section 3, Regulation V, 1812, as more fully noticed in the sequel.

of, render more expedient. But in all cases of deviation from the form aforesaid, the collector is to signify his approbation of the new form of pottah introduced by superscribing it with his name and official appellation, and thereupon he is to register a copy of such form or forms in the dewanny adawlut of the city or zillah within the jurisdiction of which such pottahs are to be issued, and to cause a copy thereof to be deposited in each of the principal cutcherries of the estate or farm, or talooka, in which such pottahs are to be granted."

Section 9. "If a dispute shall arise between the ryots, and the persons from whom they may be entitled to demand pottahs, regarding the rates of the pottahs (whether the rent be payable in money or kind), it shall be determined in the Dewanny Adawlut of the city or zillah in the jurisdiction of which the lands may be situated, according to the rules established in the pergunnah or tuppah, or talooka, for lands of the same description and quality, and for the same cast of cultivators as those respecting which the dispute may arise."

Section 9.  
Disputes re-  
garding the  
rates of pot-  
tahs to be de-  
termined in  
the dewanny  
adawlut ac-  
cording to es-  
tablished local  
rules.

Section 10. "The rules in the preceding section are to be considered applicable, not only to the pottahs which the ryots are entitled to demand in the first instance, but also to the renewal of pottahs which may expire or become cancelled; and it is declared that no proprietor or farmer of land, nor any other person, shall require ryots, whose pottahs may expire or become cancelled, to take out new pottahs at higher rates than the established rates of the pergunnah for lands of the same quality and description, due consideration being had, as far as may be required by the custom of the district, to the alteration of the species of culture, and the cast of the cultivator. Under this

Section 10.  
The same rules  
applicable to  
the renewal of  
pottahs that  
may expire or  
become can-  
celled.

Distinction be-  
tween the

khoodkasht and pyekasht ryots, and title of the former to permanent possession.

rule, khoodkasht or chupperbund ryots will be entitled to have their pottahs renewed at the established rates upon making application for that purpose to the person by whom the pottahs are to be granted, as are also pyekasht ryots, provided the proprietor or farmer chooses to permit them to continue to cultivate the land which they have the option to do or not as they may think proper, on the expiration of all pyekasht leases; whereas khoodkasht ryots cannot be dispossessed as long as they continue to pay the stipulated rent."

Restrictions against fixing rents, or granting leases, for a period exceeding ten years, contained in Section 2, Regulation 1, 1795.

Restrictions against disposing of a "dependent tenancy to be held at the same or at any jumma for a term exceeding ten years," as well as against letting any lands in farm, or granting pottahs to ryots or other persons, "for a term exceeding ten years," similar to those which have been cited from Section 2, Regulation XLIV, 1793,\* for the lower provinces were established (with corresponding exceptions as far as applicable) for the province of Benares, by Section 2, Regulation L, 1795, but this Section

But rescinded by Section 2, Regulation V, 1812, 1812.

and the provisions contained in the latter, as well

as in Section 2, Regulation XVIII, 1812, whereby proprietors of land are declared competent to grant leases in perpetuity, or for any period not extending beyond their own interest in the property, or exceeding their authority over it (subject to the general rules established in cases of public sales for arrears of revenue), are equally in force for Benares as for the provinces of Bengal, Behar, and Orissa.†

Section 3. Regulation V,

Section 3, Regulation V, 1812, whereby proprietors

\* In page 472 of this volume. ●

† See page 473 and sequel.

of land are declared competent, under certain restrictions against arbitrary or indefinite cesses, "to grant leases to their dependent talookdars, under-farmers, and ryots, and to receive correspondent engagements for the payment of rent from each of those classes, or any other classes of tenants, according to such form as the contracting parties may deem most convenient and most conducive to their respective interests," must also, under the general terms of the preamble to Regulation V, 1812, be considered applicable to Benares, and consequently to have modified some of the provisions which have been cited from Regulation LI, 1795, especially that contained in Section 6, which rendered invalid pottahs and other engagements for rent, not prepared according to the prescribed form, after the expiration of the Fussily year 1204.

The proclamation issued on the 14th July 1802 by the Lieutenant Governor and Board of Commissioners in the provinces ceded by the Nuwab Vizeer, under date the 10th November 1801, has been stated at length under the head of *assessment of upper provinces*.<sup>\*</sup> In the 10th Article of that proclamation, the landholders and farmers, with whom a settlement might be formed for the land revenue, were advised that "all authorized abwabs are to be consolidated and incorporated with the land-rent, and expressed in the pottahs and cabooleeuts, and nothing but what is there expressed shall be collected from the ryots or under-renters. All persons who may enter into engagements for the settlement must bind themselves, by written obligations, to give pottahs of the above description to their ryots and under-renters." Provisions to the same effect made part of the rules of settlement

1812, also applicable to Benares, and consequent modification of parts of Regulation LI, 1795.

Regulation 25, 1803, Section 29.

Articles respecting rents and pottahs in proclamation for settlement of the provinces ceded by the Nuwab Vizeer.

And in Clauses 11, 12, of Section 53, Regu-

\* Vol. II, page 301.

lation XXVII, prescribed by Section 53, Regulation XXVII, 1803.\*

1803.

Corresponding clauses for settlement of provinces ceded by Doulut Rao and the Po-hwa in Sections 13, 14, Regulation IX, 1805.

Rules prescribed for giving effect to above clauses in Regulation 30, 1803, extended to provinces ceded by Doulut Rao, and the Peshwa by Section 20, Regulation VIII, 1805.

And corresponding clauses were enacted and published, in Sections 13 and 14 of Regulation IX, 1805, for the settlement of the provinces ceded by Doulut Rao Sendheea and the Peshwa.† In pursuance of the principles thus established, and with a view to provide more effectually for the accomplishment of them, the following rules were prescribed by Regulation 30, 1803, for the provinces ceded by the Nuwab Vizeer, and extended to the provinces ceded by Doulut Rao and the Peshwa by Section 20, Regulation VIII, 1805; the preamble to the former regulation declaring it "essential to the mutual rights and interests of zemindars and other landholders, and farmers of land, and of their under-renters, tenants, and ryots, that the terms and conditions of all engagements entered into between them for the payment of rents should be clearly and specially defined; whereby the courts of justice, in all cases of exaction, evasion, or litigation may be enabled to ascertain and determine the exact amount demandable."

Section 2. "Every zemindar or other actual proprietor of land, or farmer of land, who may have entered into engagements with Government for the public revenue of his zemindary, or other estate or farm, shall be at liberty to let the lands of his zemindary, or other estate or farm, under the restrictions prescribed by this regulation, and by any other regulation published in conformity to Regulation 1, 1803, in whatever manner he shall think proper, consistently with the rights of the dependent talookdars, ryots, or other descriptions

\* Vol II, page 308.

† Vol II, page 324.

of under-tenants and cultivators of the soil; but every engagement contracted with dependent talookdars, under-renters, tenants, and ryots, or tenants of whatever denomination, shall be specific as to the amount and conditions of it; and all sums received by any actual proprietor of land, or any farmer of land, of whatever description, over and above what is specified in the engagements of the persons paying the same, shall be considered as extorted, and be repaid with a penalty of double the amount." Section 3. "No person contracting with a zemindar, dependent talookdar, or other actual proprietor or farmer of land, or employed by him in the management of the collections, shall be authorized to take charge of the lands or collections without an amilnamah, or written com-

Section 3.  
No person to  
take charge of  
the lands or  
collections  
without an  
amilnamah  
from the pro-  
prietor or far-  
mer.

mission, signed by such zemindar, dependent talookdar, or other actual proprietor, or farmer of land." Section 4. "First.—The impositions upon the ryots, under the denomination of *abwab, muthote*, and other appellations, from their number and uncertainty, being intricate to adjust, and a source of oppression to the ryots, all proprietors and farmers of land were required, by the proclamation published on the 17th of July 1802, by the Honorable the Lieutenant Governor and the Board of Commissioners in the ceded provinces, to consolidate the whole of the authorized abwabs with the assul jumma, and to grant pottahs to their under-renters and ryots for a specific sum. As a sufficient period of time will have elapsed, during the second triennial settlement of the land revenue in the ceded provinces (which will expire with the Fussily year 1215), to enable the proprietors and

Section 4.  
The delivery of  
pottahs under  
this regulation  
to be complet-  
ed by the ex-  
piration of the  
Fussily year  
1215 in prov-  
inces ceded  
by the Vizier.

farmers of land to complete the adjustment and delivery of pottahs for the whole of their lands in the mode prescribed, the expiration of the Fussily year 1215 is hereby declared to be the period fixed for the general delivery of pottahs as hereafter specified."

*Second.*—Instead of the period specified in the above clause, a period of three years from the conclusion of a settlement with the several landholders and farmers, in the provinces ceded by Doulut Rao Sendheea and the Peshwa, is allowed to them for consolidating the rents of the ryots, and .

Regulation 8.  
1803.  
Section 20.  
Period of three years after conclusion of settlement allowed in provinces ceded by Doulut Rao and the Peshwa.

Regulation 30, granting pottahs as required."

Section 5.  
Proprietors and farmers of land prohibited imposing any new abwab or muthote on the ryots, under a penalty equal to three times the amount.

No actual proprietor of land or dependent talookdar, or farmer or tenant of land, of whatever description, shall impose any new abwab or muthote upon the ryots, under-tenants, or cultivators under any pretence whatever. Every exaction of this nature shall be punished by a penalty equal to three times the amount imposed; and if, at any future period, it be discovered that new abwab have been imposed, the person imposing and receiving the same shall be liable to this penalty for the entire period of such impositions."

Section 6.  
Variations of pottah according to articles of produce admitted under certain restrictions.

It is expected that, in time, the proprietors of land, dependent talookdars, and farmers of land and the ryots will find it for their mutual advantage to enter into agreements in every instance for a specific sum, for a certain quantity of land, leaving it to the option of the latter to cultivate whatever species of produce may appear to them likely to yield the largest profit. Where, however, it may be the established custom to vary the pottah rent for lands according to the articles produced thereon, and the actual proprietors of land, dependent talookdars, or far-

mers of land and ryots in such places shall prefer an adherence to this custom, the engagements entered into between them shall specify the quantity of land, species of produce, rate of rent, and amount thereof, with the term of the lease, and a stipulation that, in the event of the species of produce being changed, a new engagement shall be executed for the remaining term of the first lease, or for a longer period if agreed on ; and, in the event of any new species being cultivated, a new engagement, with the like specification and clause, shall be executed accordingly. Section 7. “ *First.*—The rents to be paid by the ryots, by whatever rule or custom they shall be regulated; shall be specifically stated in the pottah, which, in every possible case, shall contain the exact sum to be paid by them.”

Section 7,  
Clause 1.  
What the pot-  
tahs to be de-  
livered to the  
ryots are to  
contain.

“ *Second.*—In cases where the rate only can be specified, such as where the rents are adjusted upon a measurement of the lands after cultivation or on a survey of the crop, or where they are made payable in kind, the rate and terms of payment and proportion of the crop to be delivered, with every condition, shall be clearly specified.” Section 8. “ Every zemindar, independent talookdar or other actual proprietor of land, and every dependent talookdar and farmer of land, shall prepare the form of a pottah or pottahs conformably to the rules above prescribed, and adapted to the circumstances of his estate, talook, or farm ; and every ryot shall be entitled to receive corresponding pottahs on application for the same.” Section 9. “ If a dispute shall arise between the ryots or other under-tenants, and the persons from whom they may be entitled to demand pottahs, regarding

Clause 2.  
Rule where  
the rate only  
can be speci-  
fied, and for  
payments in  
kind.

Section 8.  
Proprietors of  
land to pre-  
pare forms of  
pottahs. Ry-  
ots entitled to  
corresponding  
pottahs on ap-  
plication for  
the same.

Section 9.  
Rules for de-  
termining  
disputes re-  
garding the

rates of pottahs to be granted under this regulation. the rates of the pottahs (whether the rent be payable in money or kind), it shall be determined in the court of adawlut of the zillah in which the lands may be situated according to the rates established in the pergunnah for lands of the same description and quality as those respecting which the dispute may arise, or according to the legal and established rights of the parties, whether the same be ascertainable by written engagements or defined by the laws and regulations, or depend upon general or local usage, which may be proved to have existed from time immemorial; this regulation not being meant to define or limit the actual rights of any description of landholders or tenants which can be properly ascertained and determined by judicial investigation only."

Section 10.  
Rules in the preceding section applicable to the renewal of pottahs that may expire or become cancelled under Regulation 47, 1803.

Section 10. "The rule in the preceding section shall be considered applicable, not only to the pottahs which the ryots and other under-tenants are entitled to demand in the first instance, under the proclamation published by the late provisional Government in the ceded provinces, dated the 14th July 1802, under the Eleventh and Twelfth Clauses of Section 53, Regulation XXVII, 1803, and under this regulation, but also to the renewal of pottahs or leases which may expire or become cancelled under Regulation 47,

1803."\* Section 11. "A ryot, when his rent has been ascertained and settled, may demand a pottah from the actual proprietor of land, dependent talookdar, or farmer of whom he holds his lands,

Regulation XXX, 1803,  
Section 11,  
and Regulation 8, 1805.

Section 20.  
Ryots may do-

\* The provisions of this regulation, which annul engagements for rent in cases of public sales for arrears of revenue, have been mentioned under the head of *collection of the land revenue*. Vol. II, page 412. Those which prohibit, and render void, leases extending beyond ten years, or the term of the lessor's engagements with Government, are noticed in the sequel.

or from the person acting for him ; and any refusal to deliver the pottahs, upon being proved in the court of adawlut of the zillah, shall be punished by the court by a fine proportioned to the expense and trouble of the ryot in consequence of such refusal. Actual proprietors of land, dependent talookdars, and farmers are also required to cause a pottah for the adjusted rent to be prepared and tendered to the ryot, either granting such pottah themselves, or intrusting their agents to grant the same. No farmer, however, shall grant a pottah extending beyond the period of his own lease, nor shall any agent grant a pottah without authority from the proprietor or dependent talookdar, or the manager of disqualified proprietors." Section 12. "Nothing contained in this regulation shall be construed to authorise any zamindar or other actual proprietor of land, or any farmer of land or any other person whatever, to demand an increase of rent from any mocrurrydar, istimardar, or other description of under-tenant of land, who, at the period of the cession to the East India Company (*viz.*, the 10th November 1801, in the provinces ceded by the Nuwab Vizeer ; the 30th December 1803, in the provinces cceded by Doulut Rao Sendheea ; and the 16th December 1803, in Zillah Bundlecund ceded by the Peshwa), shall have been entitled to hold his tenure at a fixed annual rent, and shall have actually held the same at a fixed, invariable, amount, for twelve complete years before that period. On the contrary, any such under-tenants, provided they shall clearly establish that by the conditions of their tenures, they were not liable to any increase of rent, and that they actually paid

mand pottahs  
of proprietors  
of land, and  
farmers, who  
are also re-  
quired to  
grant them.  
Penalty in case  
of refusal.

Restrictions on  
farmers and a-  
gents in grant-  
ing pottahs.

Regulation 80,  
1803.

Section 12.  
Restrictions  
relative to the  
assessment of  
certain des-  
criptions of  
istimardars  
who are to be  
considered as  
lease-holders.

a fixed invariable annual rent during the above period, are hereby declared exempt from all enhancement of their fixed rent by any proprietor or farmer of land, or by any officer of Government, during the continuance of their tenures, according to the terms and conditions thereof."

**Further provisions in Regulation XLVII, 1803, Section 2, Clause 2.**  
Restriction against leases beyond ten years by landholders with whom a permanent settlement might be concluded.

**Section 2;**  
**Clause 1.**  
Jumma of dependent talooks or other land tenure not to be fixed, nor farms or pottahs granted, for a term extending beyond the term of the engagements of proprietors of land with Government, until a permanent settlement shall be concluded.

Regulation 47, 1803 (extended to the provinces ceded by Doulut Rao and the Peshwa by Section 29, Regulation VIII, 1805), besides a rule which restricted the landholders with whom a permanent settlement might be formed from disposing of a dependent talook, or other land tenure, at the same, or any jumma, for a term exceeding ten years, or letting any lands in farm, or granting pottahs to ryots, or other persons (with certain exceptions) for a term exceeding ten years, similar to that already cited from Section 2, Regulation XLIV, 1793, for the lower provinces,\* contained the following additional provisions. 1. "No zemindars, independent talookdars, or other actual proprietors of land, after having engaged for the triennial, quartennial, or other periodical assessment of their estate, nor any persons on their behalf, shall dispose of a dependent talook, or other land tenure of whatever denomination, to be held at the same or at any jumma, or shall fix, at any amount, the jumma of an existing dependent talook, or other land tenure, for a term extending beyond the term of their own existing engagements with Government, nor let any lands in farm, nor grant pottahs to ryots or other persons for the cultivation of lands, for a term

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\* It was expressly declared in the Second Clause of Section 2, Regulation XLVII, 1803, that leases granted in opposition thereto, should be "null and void as far as respects the jumma or rent thereby illegally stipulated, but without affecting any other rights which the parties respectively may possess, or to which they may be entitled."

extending beyond the term of their own lease from Government. This rule and prohibition shall be considered to be in force until a permanent settlement shall be concluded under the regulations above mentioned, and any lease or engagement given or received in opposition thereto, shall be void and of no effect, as far as regards the amount of rent thereby illegally stipulated, but without affecting any other rights which the parties respectively may possess, or to which they may be entitled.” 2. “*First.*—No ze-

Section 6.  
Landholders  
and farmers  
restricted from  
demanding an  
increase of  
rent except in  
certain cases.

—mindar or other actual proprietor of land, or farmer of land, or any other person whatever, shall demand an increase of rent from any dependent talookdar, or other description of under-tenant of land dependent on him, although he should himself be subject to the payment of an increase of jumma to Government, excepting upon proof that he is entitled so to do, either by the special custom of the district or by the conditions under which the under-tenant holds his tenure; or that the under-tenant, by receiving abatements from his jumma, has subjected himself to the payment of the increase demanded, and that the lands are capable of affording it.”

“*Second.*—If in any instance it be proved that a ze mindar or other actual proprietor of land, or farmer of land, has exacted more from an under-tenant than he is entitled to, the court shall adjudge him to pay a penalty of double the amount of such exactation, with all costs of suit to the party injured.”

The Second Clause of Section 2, Regulation XLVII, 1803, by which the proprietors of land in the ceded provinces, with whom a permanent settlement might be concluded, were restricted from granting leases beyond a period of ten years, has

Penalty for  
proprietors or  
farmers mak-  
ing exactions  
from under-  
tenants.

Second Clause  
of Section 2,  
Regulation  
XLVII, 1803,  
rescinded by  
Section 2, Re-  
gulation V,  
1812.

been rescinded by Section 2, Regulation V, 1812, and

And Section 3  
of that regula-  
tion in force  
throughout all  
the provinces.

Section 3 of the same regulation, whereby the land-holders in all the provinces are declared "competent to grant leases to their dependent talookdars,

under-farmers, and ryots, and to receive correspondent engagements for the payment of rent from each of those classes, or any other classes of tenants, according to such form as the contracting parties may deem most convenient, and most conducive to their respective interests" (under provisions already cited, against arbitrary or indefinite cesses), is declared to be "in force throughout the provinces immediately dependent on the Presidency of Fort

But power of  
granting leases  
to under-te-  
nants, in the  
ceded and con-  
quered provin-  
ces, again limi-  
ted by Sections  
2 and 3, Re-  
gulation XIV,  
1812, in con-  
sequence of the  
permanent  
settlement be-  
ing postponed  
in those pro-  
vinces.

William." But the permanent settlement of the ceded and conquered provinces having been postponed under orders from the Honorable Court of Directors, by the provisions of Regulations 9 and 10, 1812,\* it became necessary (as before noticed relative to Cuttack) to limit in those provinces the general power of granting leases to under-tenants, which had been declared in Section 2, Regulation V, 1812. Restrictions, corresponding in substance

with the Second Clause of Section 2, Regulation XLVII, 1803, were accordingly re-enacted for the ceded and conquered provinces by Sections 2 and 3, Regulation XIV, 1812,† which are still in force, and direct that no zemindar, or other proprietor of land in those provinces, "shall grant leases, or fix the rent of any land tenure, for a term exceeding ten years; or if the term of his own engagement with Government be less than ten years, extending beyond such less term."

Special provi-  
sions in Regu-  
lation 29, 1814, I shall conclude this division of the present section with the special provisions contained in Re-

\* See vol. II, page 337.

† Before cited at length in pages 484 and 485.

gulation 29, 1814, entitled *A Regulation for the settlement of certain mehals in the district of Beer-bhoom, usually denominated the ghautwalee mehals.*

Tenures of this description were mentioned generally

- in a note to the second volume of this Analysis,\* as held at a low rent by ghautwals, or guards of passes. They exist to a considerable extent in all the hilly districts on the western frontier of Bengal, and appear, for the most part, to have originated in assignments of land for the protection of the ghauts and villages near the hills. There is, however, a material difference in the tenures of ghautwals. Those of Surhut and Deogur in the district of Beer-bhoom, to whom the provisions of Regulation 29, 1814, immediately relate, have a defined and permanent interest in the lands which compose their respective mehals, and which consist of entire villages or more extensive tracts of land;† whereas

respecting  
ghautwalee  
mehals in the  
district of  
Beerbhoom.

Remarks on  
tenures of this  
description.

Distinction be-  
tween the  
ghautwals of  
different dis-  
tricts.

\* Vol. II, page 236.

† The following particulars relative to the ghautwals of pergannah Surhut, situate in the north-western part of the Beerbhoom zemindary and district, were reported to Government in a letter from the Board of Revenue, dated the 6th April 1813, and with a similar report from the acting magistrate of the zillah (Mr. E. Morrieson), dated the 7th September 1813, may be considered to have led to the regulation subsequently enacted for the more complete protection and security of the ghautwals referred to: "This pergannah, which is situated on the frontier of the district, was in the occupancy of the ancestors of the present ghautwals. About the Bengal year 1111, it was taken possession of by the ancestors of the present zemindar of Beerbhoom and annexed to his zemindary; but not being able to hold undisturbed possession of it, the parties came to an amicable adjustment, whereby half the pergannah was relinquished as jageer to the ghautwals, and the other half became liable to assessment of revenue payable to the zemindar; but no separate demarcation or allotment of the jageer and malgoozary lands was ever made. The zemindar either let out the lands in farm, or held them khas, as he thought proper. From the records now forthcoming, the zemindar appears to have had charge of the pergannah from 1184 B. S. to 1197, with exception of two or three periods, when it was under the *khas* management of the collector. On the formation of the decennial settlement in 1790 (corresponding with 1197 B. S.), Mr. Keating, then collector of Beerbhoom, sub-

the sirdar and inferior ghautwals, in the contiguous zemindary of Bishenpore, have small and specific portions of land, in different villages, assigned for the maintenance of themselves, and of the pykes and chowkcedars, acting under them, of a nature analogous to the *chakeran* assignments of land to village watchmen in other districts. The ghautwalee tenure however, as ascertained from the result of inquiries made by the magistrates of zillahs Burdwan, Beerbloom, and the Jungle Mehals, and communicated to the court of Nizamut Adawlut in the year 1816, differs essentially from the common

But the ghautwalee tenure differs from the common chakeran assignment of land in lieu of wages.

mitted to the Board of Revenue whether the ghautwals might not be considered of the description of talookdars entitled to separation, and be permitted to enter into engagements for their lands respectively as proprietors of the soil. The question was referred to Government. It was determined (31st December 1790) that the ghautwals were not entitled to separation, or to enter into engagements for the revenue as proprietors, but the collector was to hold the lands khas, receiving the revenue from the ghautwals.' From that period (or rather from the close of the Bengal year 1198), it would appear that the zemindar has been excluded from all management or interference with the lands in question, which have been let in farm by the collectors from time to time, on leases of different periods to the ghautwals individually, for their respective mehals or villages, with exception to the year 1204, when the collector farmed certain villages of Anundnarein Sing, ghautwal, to a person named Digbejoi Sing. This gave rise to an action in the court against the collector and Digbejoi Sing, which was decided on the 26th of December 1797 (or 1204-5), cancelling the engagements entered into by Digbejoi Sing, on the grounds of the orders of Government of the 31st of December 1790. This decision was appealed from, but confirmed. From this time the settlement has been made with the ghautwals, and they have paid their revenue, either at the collector's office, or to a person on his part, independent of the zemindar. A settlement was made with them in the Bengal year 1216, and was renewed in 1217, for three years. This term has now expired with the Bengal year 1219. In all the official records the zemindar (now Rajah Dawar Zeman Khan) is recorded as proprietor of the pergannah, but neither exercises nor possesses any authority in the executive management. He receives the difference between the ghautwalee and the sudder jumma after deducting the charges of a tehsildary establishment.

	Rs.	A. P.
The amount of the ghautwalee jumma is ...	20,581	2 18
The sudder jumma is ... ... ...	15,172	0 19
Carried forward ...	<u>5,409</u>	<u>1 19</u>

chakeran\* in two respects :—“*first*, that being expressly granted for purposes of police, at a low assessment, which has been allowed for, in adjusting the revenue payable by the landholders to Government, at the formation of the permanent settlement, the land is not liable to resumption, nor the assessment to be raised beyond the established rate at the discretion of the landholders; *secondly*, that, although the grant is not expressly hereditary, and the ghautwal is subject to removal from his office, and the lands attached to it, for misconduct, it is the general usage, on the death of a ghautwal who has faithfully executed the trust committed to him, to appoint his son if competent, or some other fit person in his family, to succeed to the office.”

The above discrimination between the *ghautwalee* tenure, which being an appropriation of land, at a low jumma, for a police establishment, may be considered within the Fourth Clause of Section 3, Regulation I, 1793;† and the common *chakeran*

Not liable to be resumed, or the assessment to be raised, at the discretion of the zemindars and other superior landholders.

And customary succession in the family of a ghautwal who has executed his trust with fidelity.

Above statement of the ghautwalee tenure taken from an official letter written by order of the Nizamut Adawlut in

Rs. A P. 1816.

Brought forward ...	5,190	1	19
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Deduct charges of a tehsildary establishment at Rs. 93-3 per mensem, which, if kept up the whole year, would be Rs. ... 1,142 4 0

Payable to the zemindar ...	...	...	...	4,266	13	19
-----------------------------	-----	-----	-----	-------	----	----

“Although the ghautwals, exclusive of the proceeds of some lakhenj lands, are declared not to be entitled to separation, nevertheless, under the orders of Government of the 31st of December 1790, before cited, ‘that the collector should receive the revenue from them,’ and the tenor of the decree before noticed, they are, to all intents and purposes, independent of the zemindar; and after such a lapse of time, as well as on grounds of policy, it would not, perhaps, be expedient to place them under his control. As the Rajah, however, has now attained his majority, and has applied to have the exclusive management of the estate, it becomes necessary to form such an arrangement as will secure to the zemindar an equitable compensation, maintain the ghautwals in their rights, and ensure the punctual realization of the revenue.”

\* Noticed in vol. II, page 235.

† See vol. II, page 199.

assignments in lieu of wages to zemindary servants, which have been annexed to the malgoozary lands, and declared responsible for the public assessment, by Section 41, Regulation VIII, 1793;\* is taken *verbatim* from a letter written by order of the Nizamut Adawlut to the Calcutta Court of Circuit on the

Probability of some future legislative provisions to define the rights of the ghautwals in general.  
But those of Beerbhoom only are included in enactments of Regulation XXIX, 1814.  
Preamble to that regulation.

30th October 1816. It is probable that some specific provisions may hereafter be enacted for defining more exactly the rights of the ghautwals referred to. At present, however, those of zillah Beerbhoom only are included in the enactments of Regulation 29, 1814, to the following effect:—“Whereas the lands held by the class of persons denominated ghautwals, in the district of Beerbhoom, form a peculiar tenure to which the provisions of the existing regulations are not expressly applicable:

And whereas every ground exists to believe that, according to the former usages and constitution of the country, this class of persons are entitled to hold their lands, generation after generation, in perpetuity, subject, nevertheless, to the payment of a fixed and established rent to the zemindar of Beerbhoom, and to the performance of certain duties for the maintenance of the public peace and support of the police: And whereas the rents, payable by those tenants, have been recently adjusted after a full and minute enquiry made by the proper officers in the revenue department: And whereas it is essential to give stability to the arrangements now established among the ghautwals: the following rules have been adopted to be in force from the period of their promulgation in the district of Beerbhoom.” Section 2. “A settlement having lately been

Section 2.  
The ghautwals

\* Vol. II, page 235, and note.

made, on the part of the Government, with the ghautwals in the district of Beerbhoom, it is hereby declared that they, and their descendants in perpetuity, shall be maintained in possession of the lands so long as they shall respectively pay the revenue at present assessed upon them; and that

in Beerbhoom,  
and their des-  
cendants in  
perpetuity, to  
be maintained  
in possession of  
their lands,  
and not liable  
to an enhance-  
ment of ent-

they shall not be liable to any enhancement of rent so long as they shall punctually discharge the same, and fulfil the other obligations of their tenure."

Section 3. "The ghautwalee lands shall be considered, as at present, to form a part of the zemindary of Beerbhoom, but the rents of ghautwals shall be paid direct to the assistant collector stationed at Soory, or to such other public officer as

Section 3.  
The ghaut-  
walee lands to  
form a part  
of the zemindary  
of Beerbhoom,  
and the rents  
how to be  
paid.

the Board of Revenue, with the sanction of the Governor General in Council, may direct to receive the rents."

Section 4. "The difference between the amount of the revenue assessed on the ghautwals, and the fixed assessment of revenue on this portion of the zemindary of Beerbhoom payable to Government, shall be paid to the zemindar of Beerbhoom, and his heirs and successors, in perpetuity."

Section 4.  
Difference be-  
tween the re-  
venue assessed  
on ghautwals,  
and the assess-  
ment payable  
to Government,  
to be paid to  
the zemindars  
of Beerbhoom,

Section 5. "Should any of the ghautwals at any time fail to discharge their stipulated rents, it shall be competent for the Governor General in Council to cause

Section 5.  
On failure of  
the ghautwals  
to discharge  
their stipulat-

the ghautwalee tenure of such defaulter to be sold by public sale in satisfaction of the arrears due

ed rents, their  
tenure how to  
be disposed of.

from him, in like manner, and under the same rules, as land held immediately of Government;

or to make over the tenure of such defaulter to any person whom the Governor General in Council may approve, on the condition of making good the arrear due;

or to transfer it by grants, assessed with the same revenue, or with an increased or reduced

assessment, as to the Government may appear meet; or to dispose of it in such other form and manner as shall be judged by the Governor General in Council

Any increase of revenue which may be obtained from the operation of any arrangements of the nature above described, such increase shall be paid, in conformity to the tenor of the preceding article, to the zemindar of Beerbboom, his heirs and successors."













